

## CityEV TERMS & CONDITIONS - 1.5 -12/2021

CityEV, a company registered in England and Wales under company number 09314212, whose registered office is at Portsmouth Technopole Kingston Crescent, Portsmouth PO2 8FA and whose VAT number is GB104896209.

CityEV (we, us, our) advertises for sale chargers and accessories for electric vehicles (Product or Products) on our website, <http://cityev.net/> (Website). The sales contract between you and us (Sales Contract) or your written order in response to our quotation shall set out the details of the Products purchased by you from us (Order). You are deemed to have accepted these Terms when the Contract is formed in accordance with clause 1.5 below.

Certain of the Products, including the EVLine, CityLine chargers and Safevolt products, have pre-installed software, such software has been provided or otherwise made available to you for use with the products (Software). By purchasing a Product which includes Software you are also subscribing to a licence to use the Software. Before you purchase any Product, use a charger or run the Software, carefully read these terms and conditions (Terms); by using the Products or running or otherwise using the Software you are agreeing to be bound by these Terms. You should save or print a copy of these Terms for future reference.

You can contact us by emailing [sales@cityev.net](mailto:sales@cityev.net) or on +44 (0) 023 9319 0339. If we have to contact you we will do so by email or by telephone or by pre-paid post to the address you provide to us in your Order. When we refer, in these Terms, to "in writing", this will include email.

These Terms, and any Contract between us, are only in the English language.

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

You will be deemed to be a consumer if you are purchasing the Products in your personal capacity rather than on behalf of or in the course of business. Unless a clause in these Terms specifies whether it applies to a consumer or to a business, it shall be deemed to apply to both consumers and to a business.

### 1. The contract

1.1 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by custom, practice or through course of dealing.

1.2 The Order constitutes an offer by you to purchase the Products in accordance with these Terms. You are responsible for ensuring that the terms of the Order are complete and accurate.

1.3 Images of the Products on our Website are for illustrative purposes only and your Product may vary slightly from those images. Any samples, drawings, descriptive matter or advertising produced by us are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

1.4 Any quotation for the Products given by us shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.

1.5 We will either confirm our acceptance of your Order by email (Sales Order Acknowledgement), or inform you by email or by telephone as soon as possible if the Product you have ordered is not available. If the Product is not available we will not process your Order (if made) and will refund to you the full amount paid (if any) as soon as possible. The Contract between us will only be formed when we send you written acceptance of your Order (by email or otherwise) or we both sign a Sales Contract (Contract).

1.6 If you are a consumer you may only purchase a Product from our Website if you are at least 18 years old.

1.7 If you are a business:

1.7.1 you confirm that you have authority to bind any business on whose behalf you use our Website to purchase Products;

1.7.2 these Terms and our Privacy Policy constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter;

1.7.3 you acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy Policy; and

1.7.4 you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## 2. Our rights to make changes

2.1 We amend these Terms from time to time. Every time you order Products from us, the Terms in force at the time of your Order will apply to the Contract between you and us.

2.2 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

2.3 We may change a Product:

2.3.1 to reflect changes in relevant laws and regulatory requirements; and

2.3.2 to implement minor technical adjustments and improvement, for example to address a security threat. These changes will not affect your use of the Products.

2.4 With regards to the Software, we reserve the right to modify and upgrade the software / service that you access remotely from time to time.

## 3. Your consumer right of return and refund

This clause 3 only applies if you are a consumer

3.1 You have the right to cancel the Contract within 14 days without giving any reason.

3.2 The cancellation period starts from the moment you place an Order for Products and ends 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Product(s). If the Products are split into several deliveries over different days you have 14 days from the last delivery to change your mind.

3.3 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement e.g. a letter sent by post or email or by telephone. You may use the attached model cancellation form, but it is not obligatory. Our contact details are as follows: CityEV of Portsmouth Technopole Kingston Crescent, Portsmouth PO2 8FA , +44 (0) 023 9319 0339 and sales@cityev.net.

3.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

3.5 We are under a legal duty to supply Products that are in conformity with the Contract. The Product must be as described, fit for purpose and of satisfactory quality, if it is not and the 14 day cancellation period has expired you may have a statutory right to a refund, repair or replacement.

#### 4. QUALITY

This clause 4.1 only applies if you are a business

4.1 Subject to clause 4.3, we warrant that on delivery, and for a period of 36 months from the date of delivery (Warranty Period), the Products shall:

4.1.1 conform with their description and any applicable specification as set out in the quotation or the Sales Contract; and

4.1.2 be free from material defects in design, material and workmanship.

In accordance with clause 12.5, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

This clause 4.2 only applies if you are a consumer

4.2 Subject to clause 4.3, we warrant that on delivery, and for a period of 36 months from the date of delivery (Warranty Period), the Products shall:

4.2.1 conform with their description and any applicable specification as set out in the Sales Order Acknowledgment or the Sales Contract;

4.2.2 be free from material defects in design, material and workmanship; and

4.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

4.2.4 be fit for any purpose held out by us.

Clauses 4.3 to 4.7 apply if you are a business or if you are a consumer

4.3 Your CityEV electric vehicle charger has the benefit of our manufacturer's guarantee, which covers the cost of breakdown repairs for one\* year from the date of purchase (Standard Warranty). This gives you the reassurance that if, within that time, your charger is proven to be defective because of either workmanship or material defect we will, at our discretion, either repair or replace the charger at no cost to you.

\* UK ONLY - If your electric vehicle charger has been installed under the OZEV Electric Vehicle Homecharge Scheme (EVHS) or Workplace Charging Scheme (WCS) then it has the benefit of three years' full parts and labour guarantee with the option to purchase an extended warranty for years 4 and 5.

4.4 The Standard Warranty also has an optional (paid) further two years "return to base" cover. Enhanced warranties are available upon payment of the appropriate fee. Further details of our Standard Warranty and our enhanced warranties can be found at:

CityEV - Warranty (UK & ROI)

CityEV - Warranty (International)

The enhanced warranties do not affect your statutory rights.

4.5 The warranties referred to in clauses 4.1 and 4.2 do not apply to any defect in the Products arising from:

4.5.1 fair wear and tear;

4.5.2 wilful damage, damage resulting from transportation, abnormal storage or working conditions, accident, negligence by you or by any third party (including, but not limited to, if you have used the charger for charging anything other than an electric vehicle);

4.5.3 your failure to operate or use the Products in accordance with the user instructions;

4.5.4 any installation, alteration or repair by you or by a third party who is not a recommended EO installer or repairer. For the avoidance of doubt, any attempt to open the charger by anyone other than us or our appointed agent will invalidate the warranties referred to in clauses 4.1 and 4.2 above);

4.5.5 the charger being used on a different electricity supply which is not printed on the rating plate;

4.5.6 any specification provided by you;

4.5.7 a defect or fault in the Software that results from you having altered or modified the Software or used the Software in breach of the terms of the Licence.

4.6 Subject to clause 4.4, if:

4.6.1 you give us notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in either 4.1 or 4.2;

4.6.2 we are given a reasonable opportunity of examining such Products; and

4.6.3 you (if asked to do so by us) return the Products to our place of business at our cost,

we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full. For the avoidance of doubt, any parts removed during repair work or any charger that is replaced shall become our property.

4.7 You agree to provide us and all other persons duly authorised by us with access, including remote access, to your premises and the Products in order to perform the services under the Standard Warranty and any enhanced warranty.

## 5. EFFECTS OF CANCELLATION

This clause 5 only applies if you are a consumer

5.1 If you cancel the Contract under clause 3, we will reimburse to you all payments received from you in accordance with this clause 5.

5.2 We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you.

5.3 We will make the reimbursement without undue delay, and not later than:

5.3.1 if you have received the Product and we have not offered to collect it from you: 14 days after the day we receive back from you any Products supplied, or (if earlier) 14 days after the day you provide evidence that you have returned the Products; or

5.3.2 if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

5.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.5 We may withhold the reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.

5.6 You shall send back the Products or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this Contract to us. The deadline is met if you send back the Products before the period of 14 days has expired.

5.7 You will have to bear the direct cost of returning the Products unless the Product is faulty or mis-described. You are only liable for any diminished value of the Products resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Products.

## 6. Delivery

6.1 Your Order will be fulfilled by the estimated delivery date set out in the Sales Order Acknowledgement / Sales Contract which will be within 30 days of the Sales Order Acknowledgement, unless we contact you and agree a revised estimated delivery date.

6.2 Delivery will be completed when we deliver the Products to the address you gave us at which point the Products will become your responsibility.

6.3 You will only become the owner of the Products once we have received payment in full.

Clauses 6.4 and 6.5 only apply if you are a business

6.4 Until you become the owner of the Products you shall:

6.4.1 store the Products separately from all other products held by you so that they remain readily identifiable as our property;

6.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

6.4.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.4.4 notify us immediately if you become subject to any of the events listed in clause 12.2; and

6.4.5 give us such information relating to the Product as we may require from time to time.

6.5 Before you become the owner of the Products or subject to any of the events listed in clause 12.2, then, without limiting any other right or remedy we may have, we may at any time:

6.5.1 require you to deliver up all Products in your possession which have not been irrevocably incorporated into another product; and

6.5.2 if you fail to do so promptly, enter any of your premises or any third party premises where the Products are stored in order to recover them.

This clause 6.6 only applies if you are a consumer

6.6 If we miss the 30 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

6.6.1 we have refused to deliver the Products;

6.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

6.6.3 you told us before we accepted your Order that delivery within the delivery deadline was essential.

6.7 If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 6.6, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

6.8 If you do choose to cancel your Order for late delivery under clause 6.6 or clause 6.7, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

## 7. Price of products and delivery charges

7.1 The prices will be as set out in the Sales Order Acknowledgement or as set out in the Sales Contract. We take all reasonable care to ensure that the prices are correct, but changes will not affect any Order you have already placed.

7.2 If you are a business, the price of a Product excludes VAT at the applicable current rate chargeable in the UK or, for overseas customers, any relevant local sales taxes and excludes all import duties where applicable.

7.3 If you are a consumer, the price of the Product includes VAT at the applicable current rate chargeable in the UK for the time being.

7.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you in the Sales Order Acknowledgement or in the Sales Contract, before you confirm your Order.

7.5 Prices are checked regularly. If we discover an error in the price of your Order we will contact you to inform you of this error and give you the option of continuing to purchase the Product at the correct price or cancelling your Order. If we are unable to contact you using the contact details you provided during the Order process, we will treat the Order as cancelled and notify you in writing. If the pricing error is obvious, unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Product to you at the incorrect (lower) price.

## 8. How to pay

8.1 You can only pay for Products using a bank transfer, Visa or Mastercard debit or credit card.

8.2 Payment for the Products and all applicable delivery charges is in advance unless agreed otherwise.

## 9. DATA PROTECTION

We shall process all information about you (including all personal data provided by you to us) in accordance with our Privacy Policy. You warrant that you agree to the provisions of our Privacy Policy, including its application to the holding of your credit or debit card details, that we have procured all necessary consents from you to the processing of your personal data in accordance with the provisions of our Privacy Policy and otherwise in accordance with applicable law, and that all data provided by you is true, complete and accurate. Your credit or debit card details shall only be held for the purpose of facilitating any additional service and/or software licence subscription renewals requested by you.

## 10. Our liability if you are a consumer

This clause 10 only applies if you are a consumer

10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products or a Licence including the right to receive Products / a Licence which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

10.3 We only supply the Products to you, including the Software, for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described on our Website meet your requirements.

10.5 Subject to clause 10.2, our total liability to you in respect of all losses arising under or in connection with the Contract, including the Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products purchased by you in the prior 12 months.

## 11. Our liability if you are a business

This clause 11 only applies if you are a business

11.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described on our Website meet your requirements.

11.2 Nothing in these Terms limits or excludes our liability for:

11.2.1 death or personal injury caused by our negligence;

11.2.2 fraud or fraudulent misrepresentation;

11.2.3 defective products under the Consumer Protection Act 1987; or

11.2.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.



11.3 Subject to clause 11.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, including the Licence, for:

11.3.1 any loss of profits, sales, business, or revenue;

11.3.2 loss or corruption of data, information or software;

11.3.3 loss of business opportunity;

11.3.4 loss of anticipated savings;

11.3.5 loss of goodwill; or

11.3.6 any indirect or consequential loss.

11.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11.5 Subject to clause 11.2, our total liability to you in respect of all losses arising under or in connection with the Contract, including the Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products purchased by you in the prior 12 months. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products or Licence. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products or Licence are suitable for your purposes.

## 12. Termination and suspension

12.1 If you become subject to any of the events listed in clause 12.2, we may terminate the Contract with immediate effect by giving written notice to you.

12.2 For the purposes of clause 12.1, the relevant events are:

12.2.1 you suspend, or threaten to suspend, payment of your debts, or are unable to pay your debts as they fall due or admit inability to pay your debts, or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;

12.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

12.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you;

12.2.5 (being a company) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;

12.2.6 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

12.2.7 (being an individual) you are the subject of a bankruptcy petition or order;

12.2.8 your creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

12.2.9 any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.8 (inclusive);

12.2.10 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

12.2.11 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; and

12.2.12 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting our other rights or remedies, we may suspend provision of the Products and/or Licence under the Contract or any other contract between us if you become subject to any of the events listed in clause 12.2.1 to clause 12.2.12, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

12.4 On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest.

12.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

12.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 13. SOFTWARE LICENCE

13.1 We licence the use of the Software to you on the basis of the licence in this clause 13 ("Licence"). We do not sell the Software to you and we remain the owners of the Software at all times.

13.2 In consideration of your payment of the licence fee as detailed in your Sales Order Acknowledgement / Sales Contract, we grant to you a non-exclusive, non-transferable licence to use the Software in the United Kingdom on the terms of this Licence.

### 13.3 Restrictions

13.3.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

13.3.1.1 not to copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

13.3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;

13.3.1.3 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

13.3.1.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(a) is used only for the purpose of achieving inter-operability of the Software with another software program;

(b) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and

(c) is not used to create any software which is substantially similar to the Software;

13.3.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

13.3.1.6 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

13.3.2 to include our copyright notice on all entire and partial copies of the Software in any form;

13.3.3 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and

13.3.4 to comply with all applicable technology control or export laws and regulations.

### 13.4 Intellectual property rights

13.4.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.

13.4.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

### 13.5 Limited warranty

13.5.1 We warrant that for the Standard Warranty period outlined in clauses 4.1 and 4.2:

13.5.1.1 the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described on our Website; and

13.5.1.2 that the Website correctly describes the operation of the Software in all material respects.

### 13.6 Termination

13.6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

13.6.2 Upon termination for any reason:

13.6.2.1 all rights granted to you under this Licence shall cease;

13.6.2.2 you must cease to use the Products and all activities authorised by this Licence; and

13.6.2.3 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

### 14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an act or event beyond our reasonable control.

14.2 If an event beyond our reasonable control takes place that affects the performance of our obligations under the Contract:

14.2.1 we will contact you as soon as reasonably possible to notify you and our obligations under the affected Contract will be suspended and the time for performance of our obligations will be extended for the duration of such an event. If our delivery to you is affected, we will arrange a new delivery date with you once the event is over;

14.2.2 if such an event continues for more than 30 days, you may cancel the affected Contract. To cancel please contact us. Details of how to contact us are set out in clause 3.3. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

### 15. Communications between us

15.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or email.

15.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting or if sent by email, one working day after transmission.

15.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. Other important terms

16.1 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

16.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

16.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).