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## VERY PC LIMITED

### TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

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#### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply goods or services to you. No terms contained in your purchase order will apply to our contract.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

**1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business customer or a consumer. You are a consumer if:

- you are an individual and
- you are buying products from us wholly or mainly for your personal use, not for use in connection with your trade, business, craft or profession.

If you are not a consumer, you are a business customer.

**1.4 Online and negotiated purchases.** Some of these terms are different depending on whether you purchase goods from us online, or we prepare a quotation or proposal specifically for you after discussing your requirements with you.

**1.5 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the quotation we prepare for you or in these terms.

#### 2. Information about us and how to contact us

**2.1 Who we are.** We are Very PC Ltd, a company registered in England and Wales. Our company registration number is 05044896 and our registered office is at Unit 5 Parkwood Business Park, 75 Parkwood Road, Sheffield, S3 8AL. Our registered VAT number is 842 231 065

**2.2 How to contact us.** You can contact us by telephoning our customer service team on 0114 321 8609 or by email to [info@very-pc.co.uk](mailto:info@very-pc.co.uk) or by writing to us at the above address.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we have given you a written quotation for goods and/or services, any purchase order you send us based on that quotation will not be binding on us until we email you to accept it.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. Examples of when we might reject an order are because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have requested.

**3.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.4 Orders from outside the UK.** We accept orders from outside the UK from business customers only.

### **4. Our products**

**4.1 The specification of our goods.** If you order goods from us online, the specification of the goods will be the description of them on our website. If you order goods on the basis of a quotation we provide to you, the specification of the goods will be as set out in our quotation.

**4.2 Products may vary from their pictures.** The images of the products on our website and in other sales materials are for illustrative purposes only. Your product may vary slightly from those images.

**4.3 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in other sales materials.

## **5. Our services**

**5.1 The specification of our services.** We only provide services to business customers. The specification of the services we will provide to you will be as set out in our quotation.

**5.2 The standard of our services.** We will provide our services with reasonable skill and care.

## **6. Making changes to your order**

If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **7. Our rights to make changes**

We may change the specification of any product:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement minor technical adjustments or product improvements, which will not affect your use of the product.

## **8. Price and payment**

**8.1** Prices when you buy goods online. The price of the product will be the price indicated on the order pages when you placed your order, and this price will include VAT. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on our website. We will normally check prices before accepting your order and, if the product's correct price at your order date is less than our stated price at that date, we will charge the lower price. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

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- 8.2 Prices when you buy goods or services after a quotation.** Our quotations are valid for 30 days from the date of the quotation and, if you accept the quotation within that time, the price of the goods and/or services will be the price specified in our quotation. Prices are normally quoted exclusive of VAT.
- 8.3 Delivery charges.** Our prices for goods exclude delivery charges which will be shown separately on our website or in our quotation.
- 8.4 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 8.5 When you must pay and how you must pay.** When you must pay depends on whether you buy online or have a business customer account with us:
- (a) **If you buy goods online,** you must pay for the products before we dispatch them. We accept payment with Mastercard or Visa credit or debit cards. We will not charge your credit or debit card until we dispatch the products to you.
  - (b) **If you have a credit account with us,** we will invoice you for our goods or services. Invoices must be paid within 30 days from the date of the invoice unless otherwise stated.
  - (c) **If you do not have an account with us,** we will issue an account application form with our quotation. If you choose not to open an account or the credit reference we obtain for you does not meet our minimum requirements, we will issue a pro-forma invoice and you must pay for the goods or services before we deliver them.
- 8.6 No deductions from payments.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding, other than any deduction or withholding of tax required by law.
- 8.7 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest on the overdue amount and costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the regulations made under that Act.
- 8.8 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date for payment.

**8.9 Deliveries to business customers outside the UK.** If you order goods for delivery to an address outside the UK, the goods may be subject to import duties and taxes which are applied when the delivery reaches its destination. You will be responsible for payment of any such import duties or taxes.

## **9. Delivering our products and services**

### **9.1 When we will deliver the goods or services.**

- (a) If you order online.** If you order goods from us online, we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- (b) If we have provided a quotation.** If we have provided you with a quotation for goods and/or services, we will deliver the goods and perform the services as soon as reasonably possible. We will give you an estimated delivery date in our acceptance of your order.

**9.2 We are not responsible for delays outside our control.** If our supply of the goods or services is delayed by any event or circumstances outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event or circumstances, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**9.3 Where we will deliver the goods.** We will deliver the goods to the delivery address specified in your online order or in our quotation, unless you have asked to collect them from our premises. If you are collecting your goods, you can collect them from us at any time during our working hours of 9.00 am – 5 pm on weekdays (excluding public holidays).

**9.4 If you are not at your address when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, our delivery courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. It will be your responsibility to arrange redelivery or collection with our courier.

**9.5 If you do not allow us access to provide services.** If you do not allow us access to your premises to perform the services as arranged we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or rearrange access to your premises we may end the contract and clause 12.2 will apply.

**9.6 When you become responsible for the goods.** If you are in the UK, the goods will be your responsibility from the time the products are delivered to the address you gave us, or (if you collect them from us) when you collect your goods. We will insure the goods while they are in the hands of our courier. For export sales, our quotation will specify if the goods are sold:

- (a) "DAP" (Delivered at Place), in which case the goods at your risk when they are delivered to the address you gave us; or
- (b) "Ex works", in which case the goods will be at your risk when they are collected from us.

**9.7 When you own the goods.** You own goods supplied by us once we have received payment in full.

**9.8 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods or services to you, for example, information regarding your network or existing hardware. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying any goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**9.9 We may suspend supply of the products if you do not pay.** If you do not pay us for products when payment is due, we may suspend supply of any products you have ordered until you have paid us the outstanding amount. We will contact you to tell you we are suspending supply of products. As well as suspending delivery of the products we can also charge you interest on your overdue payment.

**9.10 If we fail to deliver goods.** If we fail to deliver any goods to you, our liability will be limited to the cost of obtaining replacement goods of a similar description and specification in the cheapest market available, less the price of the goods. We will not be liable at all if our failure to deliver the goods is due to an event or circumstance outside our control and clause 9.2 applies.

## **10. Your rights to end the contract**

**10.1 If you wish to end your contract with us.** Whether or not you have a right to cancel the contract will depend on whether there is anything wrong with the goods you have bought, how we are performing and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** and to get the product repaired or replaced or to get some or all of your money back: see clause 14 if you are a consumer and clause 15 if you are a business customer.
- (b) **If you want to end the contract because of something we have told you we are going to do:** see clause 10.2.
- (c) **If you are a consumer and have just changed your mind about the product:** see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions as explained in clause 11.7.

**10.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; or
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control.

**10.3 Exercising your right to change your mind if you are a consumer.** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. Your right as a consumer to change your mind does not apply to:

- (a) sealed computer software, once these products are unsealed after you receive them; or
- (b) any products which become mixed inseparably with other items after their delivery.

If you are a consumer and have bought goods from us online you have 14 days to change your mind after the day you receive the goods or, if they are delivered in more than one delivery on different days, the day you receive the last delivery.

**10.4 Ending the contract where we are not at fault and there is no right to change your mind.** If we are not at fault, and you are not a consumer who has a right to change their mind, you will have to pay us compensation if you want to end the contract before it has been completed.

## **11. How to end the contract with us if you are a consumer**

**11.1** This section 11 applies only to customers who are consumers.

**11.2 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0114 321 8609 or email us at [info@very-pc.co.uk](mailto:info@very-pc.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form at <https://www.very-pc.co.uk/contact> on our website.
- (c) **By post.** Print the form available at <https://www.very-pc.co.uk/resources/docs/verypc-consumer-contract-cancellation-form.pdf> and return to us at VeryPC Ltd, Unit 5 Parkwood Business Park, 75 Parkwood Road, Sheffield, South Yorkshire, S3 8AL. Alternatively, you can write to us at the same address, including details of what you bought, when you ordered or received it and your name and address.

**11.3 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post the goods back to us at VeryPC Ltd., Unit 5 Parkwood Business Park, 75 Parkwood Road, Sheffield S3 8AL or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0114 321 8609 or email us at [info@very-pc.co.uk](mailto:info@very-pc.co.uk) for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**11.4 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are a consumer exercising your right to change your mind.

In all other circumstances you must pay the costs of return.

**11.5 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**11.6 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described in clause 11.7 below.



**11.7 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which means we cannot re-sell them for their full price. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount in compensation.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer standard delivery of a product within 3-5 working days at one cost but you choose to have the product delivered more quickly at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**11.8 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If we have not arranged to collect the goods, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent them back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

**12. Our rights to end the contract**

**12.1 We may end the contract if you break it.** We may end the contract for goods or services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information which is necessary for us to provide the goods or services;
- (c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

**12.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for products which we have not provided but we may deduct (or, if you have not paid in

advance, charge you) reasonable compensation for the net costs we will incur as a result of your breaking the contract.

### **13. If there is a problem with the product**

**13.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0114 321 8609 or email us at [complaints@very-pc.co.uk](mailto:complaints@very-pc.co.uk).

**13.2 Our complaints procedure.** We have a procedure for dealing with customer complaints, which can be found at <https://resources.very-pc.co.uk/docs/verypc-complaints-procedure.pdf>

### **14. Your rights in respect of defective products if you are a consumer**

**14.1 Your legal rights as a consumer.** If you are a consumer we are under a legal duty to supply products which are in conformity with our contract. The law says that the goods we supply to you must:

- (a) match the description of them on our website;
- (b) be of satisfactory quality; and
- (c) be fit for the purposes for which goods of that kind are usually supplied.

Nothing in these terms will affect your legal rights.

**14.2 Your key legal rights.** If the goods are faulty, your legal rights entitle you to:

- (a) in the first 30 days from the date the goods are delivered to you, an immediate refund; and
- (b) up to six months from the date of delivery, a full refund if the goods cannot be repaired or replaced

but these rights do not apply if the goods have been damaged by wear and tear, by accident or by misuse.

**14.3 Further information on your legal rights.** If you want more information on your legal rights as a consumer, please visit the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

**14.4 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject defective goods you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0114 321 8609 or email us at [info@very-pc.co.uk](mailto:info@very-pc.co.uk) for a return label or to arrange collection.

**14.5 Remember to back up your personal data.** You should always make periodic copies of the personal data stored on your hard drive as a precaution against possible failure of the drive or other loss of data. **Before you return any device to us for repair or replacement, you must make a back up copy of all your personal data stored on the device.** In the course of repairing the device we may have to restore the original factory settings and your data will be deleted. We will not be responsible for the loss of any personal data which is lost in this way.

## **15. Your rights in respect of defective goods if you are a business customer**

**15.1 Our warranty.** If you are a business customer we warrant that on delivery and for the warranty period from the date of delivery, the goods we manufacture will:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship in normal use; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

**15.2 The “warranty period”.** The warranty period relating to specific parts and conditions is as follows:

- (a) Screen pixels:
  - 0 (zero) bright, dark or coloured pixel failures within 12 months from the date of delivery
  - 2 or more bright, dark or coloured pixel failures after 12 months from the date of delivery for the remaining duration of the warranty period which forms part of the specification detailed in your quotation or invoice.
- (b) External power supplies, cables, adaptors and peripherals: a period of 12 months from the date of delivery.
- (c) System batteries: a period of 12 months from the date of delivery, but the ability of all rechargeable batteries to hold their charge decreases with time and a battery will be deemed to be faulty where it
  - fails to power the machine following a full charging cycle
  - fails to power the machine for longer than 50% of the minimum battery specification for the particular system model.
- (d) System batteries which are subject to continuous charging (such as a Battery Backup Unit, Capacitor Backup Module for Raid Controllers or standalone/integrated Uninterruptable Power Supplies): a period of 12 months from the date of purchase.

- (e) Other parts of the system: a period of 12 months from the date of delivery or (if different) the warranty period stated in our specification.

**15.3 The remedies we will provide.** Subject to clause 15.4, if:

- (a) you give us notice in writing during the applicable warranty period, within a reasonable time of discovering an apparent defect, that a product manufactured by us does not comply with the warranty set out in clause 15.1;
- (b) we are given a reasonable opportunity of examining the product; and
- (c) if we ask you to do so, you return the product to us at our expense

we will, at our option, repair or replace the defective product, or refund the price of the defective product in full.

**15.4 Exclusions from our warranty.** We will not be liable for a product's failure to comply with the warranty in clause 15.1 if:

- (a) you make any further use of the product after giving us notice that you have discovered an apparent defect;
- (b) the defect arises because you failed to follow our instructions as to the installation, commissioning, use or maintenance of the product or (if there are no specific instructions) sensible business practice;
- (c) the defect arises as a result of us following a specification supplied by you;
- (d) you alter or repair the product without our prior written consent;
- (e) if you repair the product with our consent, you do so with parts which we have not supplied; or
- (f) the defect arises as a result of fair wear and tear, accidental or wilful damage, negligence, or abnormal working conditions.

**15.5 Exclusion of consumable items.** Our warranty in clause 15.1 does not include consumable items, other than system batteries.

**15.6 Exclusion of other remedies.** Except as provided in this clause 15, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 15.1. Your only remedy will be, at our option, the repair or replacement of the defective product or the refund of the price of the product.

**15.7 Your responsibility to back up your data.** You should always make periodic copies of the data stored on your hard drive as a precaution against possible failure of the drive or other loss of data. **Before you return any device to us for repair or replacement, you must make a back up copy of all your data stored on the device.** In the course of repairing the

device we may have to restore the original factory settings and your data will be deleted. We will not be responsible for the loss of any data which is lost in this way.

**15.8 Application to repaired or replaced products.** These terms shall apply to any repaired or replacement products supplied by us under clause 15.3 for the remainder of the warranty period or (if longer) 90 days from the date of the repair or replacement.

**15.9 Limitations to our fault diagnostics service.** There are certain limitations on the support provided by our fault diagnostics service under our warranty. Details of those limitations are set out in our Warranty Information which can be found at <https://resources.very-pc.co.uk/warranty-documentation>

**15.10 Extended warranties may be available.** In certain cases we are able to provide an extended warranty to business customers, for a charge, on products which we have manufactured. Further details are available from our Customer Support Team on 0114 321 8609.

## **16. Our responsibility for loss or damage suffered by you if you are a consumer**

**16.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with our obligations to you, we are responsible for loss or damage you suffer which is a foreseeable result of our breaking this contract. Loss or damage is foreseeable if either it is 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.

**16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of your legal rights as a consumer, as described in clause 14.1;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other liability where it would be unlawful for us to exclude or restrict our liability.

**16.3 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or data belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which was caused by you

failing to correctly follow installation instructions or to have in place the minimum system requirements specified for the digital content.

**16.4 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial or business purposes or for re-sale, clause 17 applies and our liability to you will be limited as set out that clause.

**17. Our responsibility for loss or damage suffered by you if you are a business customer**

**17.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**17.2 Exclusion of certain forms of loss.** Subject to clause 17.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

- (a) any loss or corruption of data, information or software;
- (b) any loss of profits, sales, business or revenue;
- (c) any loss of or damage to goodwill;
- (d) any loss of any business opportunity;
- (e) any loss of anticipated savings;
- (f) any loss of use; or
- (g) any indirect or consequential loss

arising under or in connection with any contract between us.

**17.3 LIMITATION OF OUR FINANCIAL LIABILITY TO YOU.** Subject to clause 17.1, our total liability to you for losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall

be limited to £25,000 or, if higher, four times the total price payable for the goods and/or services in respect of which the liability arises.

**17.4 Exclusion of statutory implied terms.** Except to the extent expressly stated in clause 15.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

## **18. How we may use your personal information**

We will only use your personal information as set out in our Privacy Notice which can be viewed here <https://www.very-pc.co.uk/resources/docs/verypc-privacy-notice.pdf>

## **19. Other terms**

**19.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another business at any time. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**19.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights under these terms to another person if we agree to this in writing. However, where a finance company has purchased goods or services from us for hire or lease to a business customer, any remaining benefit of our product warranty may be assigned to the business customer when the finance has been paid off.

**19.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 19.2 in relation to our warranty. Neither of us will need to obtain the agreement of any other person in order to end the contract or make any changes to these terms.

**19.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**19.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

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- 19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English and Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 19.7 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Consumer Arbitration via their website at [www.consumerarbitration.co.uk](http://www.consumerarbitration.co.uk). Consumer Arbitration will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
- 19.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business customer.** If you are a business customer, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
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