

Poliform UK

TERMS AND CONDITIONS FOR SUPPLY OF GOODS, FITTING AND/OR SPACE PLANNING SERVICES TO CONSUMERS

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 8.

OUR TERMS

1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
 - (a) **Event Outside Our Control:** is defined in clause 14.2;
 - (b) **Fitting Services:** the fitting services that We provide to you as set out in the Order;
 - (c) **Goods:** the wardrobes, furniture, equipment and/or goods that We are selling to you as set out in the Order;
 - (d) **Order:** your order for the Goods and/or Space Planning Services;
 - (e) **Space Planning Services:** the design services that We are providing to you as set out in the Order;
 - (f) **Terms:** the terms and conditions set out in this document; and
 - (g) **We/Our/Us:** Poliform UK Limited (registered in England and Wales with company number 04216083).
- 1.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which We supply Goods and/or Space Planning Services to you.
- 2.2. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you request a quotation from Us and before you sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.3. If We provide any Space Planning Services to you (for example if you requested a quotation for Goods and in order to prepare such quotation you requested our Space Planning Services), these Terms will become binding and will create a contract between you and Us from the date when We issue you with a written confirmation of Our acceptance of your request to provide our Space Planning Services. You will not be obliged to purchase any Goods as a result of or in connection with our Space Planning Services and any such purchase will be subject to your acceptance of Our quotation in respect of such Goods in accordance with clause 2.4.
- 2.4. If We do not provide any Space Planning Services, only Goods and/or Fitting Services, these Terms will become binding on you when you confirm to Us, by signing Our quotation, that you accept Our quotation and wish to proceed with your purchase.
- 2.5. If We are unable to supply you with the Goods, Fitting Services and/or Space Planning Services, We will inform you of this in writing and We will not process the Order.
- 2.6. We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7. Our website, catalogue and brochure are solely for the promotion of Our Goods, Fitting Services and/or Space Planning Services in the UK.
- 2.8. The images of the Goods on Our website, in Our catalogue/brochure, and in the space planning drawings we prepare as part of the Space Planning Services are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. The Goods you receive may vary slightly from those images.

3. CHANGES TO ORDER OR TERMS

- 3.1. We may revise these Terms from time to time due to changes in relevant laws and regulatory requirements.
- 3.2. If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to end the contract before these changes take effect and you may be entitled to receive a refund for any Goods, Fitting Services or Space Planning Services, which will be calculated in accordance with clause 15.1.
- 3.3. You may make a change to the Order for Goods (other than made-to-measure Goods), Fitting and/or Space Planning Services at any time before We despatch the Goods and/or provide the Space Planning or Fitting Services by contacting Us. Where this means a change in the total price of the Goods, Fitting and/or Space Planning Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 15 in these circumstances.
- 3.4. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 15. In the case of made-to-measure Goods (including any Goods made to your specifications), unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel or amend an Order once it has been put into production. We will notify you by email when Goods are put into production.
- 3.5. We may make a minor change to an Order for Goods, Fitting Services and/or Planning Services:
 - (a) to reflect changes in relevant laws and regulatory requirements; or
 - (b) to implement minor technical adjustments and improvements,that will not adversely affect your use of the Goods, Fitting Services and/or Planning Services.

4. SERVICES

- 4.1. We will supply the Space Planning Services and/or Fitting Services to you from the date agreed between Us in writing until the estimated completion date set out in the Order.
- 4.2. We will make every effort to complete the Space Planning Services and/or Fitting Services on time. However, there may be delays due to an Event Outside Our Control. See clause 14 for Our responsibilities when an Event Outside Our Control happens.
- 4.3. We will need certain information from you that is necessary for Us to provide the Space Planning Services, including but not limited to measurements of the relevant space, preferred colour schemes, design preferences etc. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.
- 4.4. We may have to suspend the Space Planning Services and/or Fitting Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Space Planning Services and/or Fitting Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Space Planning Services and/or Fitting Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay any invoices We have already sent you.

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4.5. If you use the Space Planning Services, We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations We make in connection with the Space Planning Services for you.

5. IF THERE IS A PROBLEM WITH THE GOODS OR THE SERVICES

5.1. In the unlikely event that there is any problem with the Space Planning Services, Goods and/or Fitting Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any problem; and
- (c) We will use every effort to repair or fix the problem as soon as reasonably practicable.

5.2. You will not have to pay for Us to repair or fix a defect with the Space Planning Services, Goods and/or Fitting Services under clause 5.1.

5.3. As a consumer, you have legal rights in relation to Space Planning Services and/or Fitting Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. MADE-TO-MEASURE GOODS

6.1. We make the Goods according to the measurements you provide Us. You can find information and tips on how to measure in Our brochure or on Our website, or by contacting Us for Space Planning Services. We will visit your premises in order to confirm all measurements before We proceed to manufacture the Goods.

6.2. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

7. DELIVERY OF GOODS

7.1. Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately, We do not deliver to addresses outside the UK.

7.2. In order to postpone an agreed delivery date, We require a minimum of 3 weeks' notice in writing. Cancellation or postponement of a delivery may be subject to a charge.

7.3. Occasionally, delivery to you may be affected by an Event Outside Our Control. See clause 14 for Our responsibilities when this happens.

7.4. If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our warehouse, in which case, please contact Us to rearrange delivery.

7.5. If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this.

7.6. If We miss the delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply:

- (a) We have refused to deliver the Goods; or
- (b) you told Us before we accepted your order that delivery within the delivery deadline was essential.

7.7. If you do choose to cancel your Order for late delivery you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods 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 Goods and their delivery.

7.8. Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or a carrier organised by you to collect them from Us and the Goods will be your responsibility from that time.

7.9. You will only own title to the Goods once We have received payment for the Goods from you in full. Until this time, you must:

- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as Our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) not annex the Goods to your premises or the premises of any third party without Our consent in writing;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) allow Us access to your premises where the Goods are stored or procure the consent of any third parties to allow us access to any third party premises where the Goods are stored:
 - (i) in order to confirm that you have complied with your obligations in clauses 7.9(a) to 7.9(d) above; and
 - (ii) in the event that we do not receive payment in full within a reasonable time period, to recover the Goods.

8. STORAGE

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8.1. We will contact you to arrange a suitable delivery date. Time of delivery is not of the essence of the contract. Goods will be delivered to Our warehouse in the United Kingdom on the week before your scheduled delivery date. The Goods will be stored at Our warehouse free of charge for one week. After this time, you will be charged for the storage of the Goods at Our standard storage rates and delivery will not take place until Our storage charges have been paid in full. Please contact us if you wish to enquire about our standard storage rates.

8.2. Without prejudice to any claim We might have against you for damages, We retain the right to resell any Goods which are not collected from Our warehouse within 12 months of the date that the Goods are delivered to Our warehouse,

9. IF THE GOODS ARE FAULTY

9.1. As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. SELLER'S GUARANTEE OF GOODS

10.1. We guarantee that on delivery and for a period of 24 months from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clauses 10.2 and 10.3.

10.2. This guarantee does not apply to Goods that are subject to a third party manufacturer's guarantee (for information on third party manufacturer's guarantees, please see clause 11) or to any defect in the Goods arising from:

- (a) careless or incorrect installation;

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- (b) fair wear and tear;
 - (c) wilful damage, abnormal storage or working conditions, negligence by you or by any third party;
 - (d) if you fail to operate or use the Goods and/or Space Planning Services in accordance with the user instructions;
 - (e) accidental damage, including but not limited to impact, natural disaster and fire;
 - (f) any disassembling, alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - (g) any specification provided by you.
- 10.3. We do not guarantee against:
- (a) any defects that cannot be attributed to issues in the manufacture of the Goods;
 - (b) natural variations in the colour of wood;
 - (c) changes in colour under ambient or artificial light;
 - (d) slight variations in dimensions owing to high humidity or dry conditions and the grain of wood;
 - (e) knots or other natural characteristics of wood;
 - (f) occasional natural marks or wrinkles in suede or leather goods; or
 - (g) changes in brightness and tone, specks and slight imperfections.
- 10.4. We shall, at Our discretion, repair, replace or re-install any defective Goods reported to Us within a reasonable time of discovery and within 24 months of delivery, unless any of the circumstances in clause 10.2 apply.
- 10.5. If We determine in Our sole discretion that the reported defect is due to fair wear and tear or wilful damage, or the defect is reported outside of the 24 month guarantee period, We will charge you a £150 plus VAT call out charge, plus expenses and you will be liable for the costs of any repair or replacement.
- 10.6. This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 11. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**
- 11.1. Appliance, taps, sinks and certain other products provided to you by Us come with a third party manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with these goods.
- 11.2. This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 12. PRICE AND PAYMENT**
- 12.1. The price of the Goods and/or Space Planning Services will be set out in Our price list in force at the time We confirm your Order. Our Fitting Services are free of charge when you order Goods and/or Space Planning Services from Us for delivery within the M25. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 12.2. Our prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Space Planning Services in full before the change in the rate of VAT takes effect.
- 12.3. The price excludes delivery and installation costs outside the M25, which will be added to the total amount due.
- 12.4. Where We are providing Space Planning Services to you, We will not provide you with the Space Planning drawings until We have either received an Order for Goods, or until you have paid for the Space Planning Services in full, whichever is the earliest.
- 12.5. Where We are providing Goods to you, you must (unless the price of the Goods is £2,000 or less) make payment for 50% of the price of the Goods on the date of your Order. The remaining 50% of the price will be due on arrival of the Goods in the UK (and/or as specified in your Order). Where the price of the Goods is £2,000 or less, you must make payment for 100% of the price of the Goods on the date of your order. Goods will not be delivered until We receive payment in full and storage charges will apply if the Goods are stored at Our warehouse for longer than one week.
- 12.6. If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 12.7. However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 12.6 will not apply for the period of the dispute.
- 13. OUR LIABILITY TO YOU**
- 13.1. 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 the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
- 13.2. If We are installing the Goods in your property, you agree:
- (a) to make sure the fitter has access to your property at reasonable times (between 8.30am and 5.00pm on weekdays);
 - (b) to make sure that any re-routing or installation of plumbing or electrics, removal of existing furniture has been carried out prior to the fitting date;
 - (c) to provide reasonable access to the room to be fitted (ladder access is not acceptable), to clear the room, to provide sufficient working space for the fitter, and to co-operate in reducing health and safety risks to an acceptable level;
 - (d) that you will not make any material alterations in the rooms to be fitted, and that, in particular, you have not installed, relocated or removed any fixed items that you have not told Us about before We entered into the contract;
 - (e) you confirm that you have told Us any of the particular features which you know about the site or its construction which may make the installation more difficult than We might reasonably expect; and
 - (f) to provide unimpeded access for Our employees, Our vehicles, and Our subcontractors into your property for the purpose of delivering your Goods or any related purpose.
- 13.3. We will make good any damage to your property caused by Us in the course of providing the Fitting Services. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

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- 13.4. We only supply the Goods and/or Space Planning Services and/or Fitting Services for domestic and private use. You agree not to use the Goods and/or Space Planning Services and/or Fitting Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.5. We do not exclude or limit in any way 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 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
 - (e) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (f) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (g) defective products under the Consumer Protection Act 1987,
- or any of the above statutes or provisions as amended or re-enacted.

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 these Terms that is caused by an Event Outside Our Control.
- 14.2. An Event Outside Our Control means any act or event beyond Our reasonable control.
- 14.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to let you know and We will take steps to minimise the effect of the delay; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods and/or Space Planning Services to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.4. Provided We comply with clause 14.3, We will not be liable for delays caused by the Event Outside Our Control, but if there is a risk of substantial delay you may contact Us to end the contract. You may be entitled to a refund for any Goods, Fitting Services or Space Planning Services, which will be calculated in accordance with clause 15.1.

15. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 15.1. If you change your mind (or decide to end the contract under clause 14.4 (Event Outside our Control) or clause 3.2 (changes to these Terms)), you may be entitled to cancel your Order within 14 days of the date of your Order and receive a refund of any payments made to Us. Your cancellation rights are as follows:
- (a) cancellation rights set out in the remainder of this clause 15.1 **do not apply if you have negotiated and concluded your Order in one of our stores**. Cancellation rights will apply only if this agreement was concluded at a distance, i.e. when we discussed our quotation via telephone or email and you signed and returned your Order via email;
 - (b) in relation to **made-to-measure Goods** (including any Goods made to your specifications):
 - (i) **you will not have the right to cancel** your Order and receive a refund if such Goods are in production at the time We receive your cancellation request;
 - (ii) once such Goods are in production, We will be entitled to receive full payment; and
 - (iii) if We have carried out any Space Planning Services and you cancel your order in accordance with paragraph (i) above or you decide not to place your Order for such made-to-measure Goods, We will be entitled to retain from your deposit or charge you (as applicable) 20% of the price quoted by Us for the Goods. This represents the value of such Space Planning Services already provided to you;
 - (c) in relation to any **other Goods**, you can cancel your Order within 14 days from the date you submitted your Order, even if the Goods have been delivered to you. You will be entitled to receive a refund of the price of such Goods (once they have been returned to Us), but We can deduct any reasonable sums if, as a result of use, the Goods have diminished in value; and
 - (d) in respect of any **Fitting Services and/or Space Planning Services**, you can cancel your Order within 14 days from the date you submitted your Order. You will be entitled to a refund of the price of such services paid to Us, but if some of the services have already been provided by Us during the 14 days cancellation period, We will be entitled to deduct the value of such services from the refund due to you (or charge you such value if you have not made any payments). If we have completed such services during the 14 days cancellation period, you will not be entitled to any refund and if you have not yet paid for such services, We will be entitled to charge you for them.
- 15.2. All cancellation requests should be sent to Us in writing.
- 15.3. Nothing in this clause 15 will affect your legal rights as a consumer in relation to any Goods that are faulty or not as described.

16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1. We may have to cancel an Order for Goods before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. If this happens:
- (a) We will promptly contact you to let you know;
 - (b) if you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you;
 - (c) where We have already started work on your Order for made-to-measure Goods by the time We have to cancel under clause 16.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 16.2. We may have to cancel an Order for Space Planning Services and/or Fitting Services before the start date for the Space Planning Services and/or Fitting Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Space Planning Services and/or Fitting Services. If this happens:
- (a) We will promptly contact you to let you know;
 - (b) if you have made any payment in advance for Space Planning Services and/or Fitting Services that have not been provided to you, We will refund these amounts to you.

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- (c) where We have already started work on your Order for Space Planning Services and/or Fitting Services, We will not charge you anything and you will not have to make any payment to Us.
- 16.3. Once We have begun to provide the Space Planning Services and/or Fitting Services to you, We may cancel the contract for the Space Planning Services and/or Fitting Services at any time by providing you with at least 7 calendar days' notice in writing. If you have made any payment in advance for Space Planning Services and/or Fitting Services that have not been provided to you, We will refund these amounts to you.
- 16.4. We may cancel the contract for Space Planning Services and/or Fitting Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 12. This does not affect Our right to charge you interest under clause 12.6; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.
- 17. INFORMATION ABOUT US AND HOW TO CONTACT US**
- 17.1. We are a company registered in England and Wales. Our company registration number is 04216083 and Our registered office is at Lawfords Limited Union House, Walton Lodge, Bridge Street, Walton On Thames, Surrey, KT12 1BT. Our registered VAT number is 778 4909 64.
- 17.2. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on 020 7368 7610 or by e-mailing Us at reception@poliformuk.com.
- 17.3. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Poliform UK Limited at 278 Kings Road London, SW3 5AW, United Kingdom. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.
- 18. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 18.1. We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Space Planning Services and/or Fitting Services;
 - (b) process your payment for such Goods and/or Space Planning Services and/or Fitting Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 18.2. You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 18.3. We will not give your personal data to any other third party.
- 19. OTHER IMPORTANT TERMS**
- 19.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 19.2. This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantees at clauses 10.1 and 11.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 19.3. 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.
- 19.4. 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.
- 19.5. These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. 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.