

Website Terms and Conditions of Supply

CORPORATE STATEMENT

Website Terms and Conditions of Supply

– Independence Products Limited

This page (together with our [Privacy Policy](#)) tells you information about us and the legal terms and conditions (together these “**Terms**”) on which we sell our products on our website (“**our site**”) or over the telephone to you.

These Terms will apply to any contract between us for the sale of products either through our site or over the telephone (the “**Contract**”). Please read these Terms carefully and make sure that you understand them, before ordering from our site or over the telephone. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order from our site or over the telephone.

You should print a copy of these Terms or save them to your device for future reference.

We amend these Terms from time to time as set out in Condition 7. Every time you wish to place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 20/04/2021

Some of these Terms will only apply if you are a “consumer”. You will be a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not in connection with your trade, business, craft or profession). We have used a specific heading to identify when a Condition applies specifically to consumers.

Your attention is drawn to Condition 12 which sets out your rights of cancellation as a consumer, and Conditions 14 and 15 which explain the limits on our liability to you.

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

1. Information about us

1.1 We operate the site www.ipl.uk.com. We are Independence Products Limited a company registered in England and Wales with company number 05929050 and with our registered office at Unit 7J Blenheim Court, Blenheim Park Road, Blenheim Industrial Estate, Bulwell, Nottingham, NG6 8YP (“We”, “Us”, “Our”). Our VAT number is GB476662647.

1.2 Contacting us if you are a consumer:

- (a) To cancel a Contract in accordance with your legal right to do so as set out in Condition 12, you just need to let us know that you have decided to cancel. The easiest way to do this is to notify us that you wish to cancel by email at sales@ipl.uk.com or by contacting us by telephone on 0115 975 7254. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail to us.
- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning us on 0115 975 7254 or by e-mailing us at sales@ipl.uk.com.
- (c) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.3 Contacting us if you are a business.

You may contact us by telephoning us on 0115 975 7254 or by e-mailing us at sales@ipl.uk.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see Condition 18.3.

2. Our Products

2.1 The images of products on our Site are for illustrative purposes only. Although we have made every effort to display the colours and appearance of the products accurately, we cannot guarantee that your device’s display accurately reflects the colour and appearance of the products. Your products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible on our site, some characteristics of the products, including sizes, weights, capacities, dimensions and measurements may differ from those specified on the site.

2.3 The packaging of the products may vary from that shown on images on our site and depending on the nature of the products.

2.4 We only supply our products for use in the United Kingdom. If you purchase our products for use outside the United Kingdom it is your responsibility to ensure they comply with any local laws or regulations and are suitable for your requirements.

3. How we use your personal information

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

4. If you are a consumer

This Condition 4 only applies if you are a consumer.

If you are a consumer, you may only purchase products from our site if you are at least 18 years old.

5. If you are a business customer

This Condition 5 only applies if you are a business.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase products.

5.2 These Terms (including our [Privacy Policy](#)) constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.3 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 (and hence including our [Privacy Policy](#)).

5.4 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.

6. How the Contract is formed between you and us

6.1 Our site will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order on our site, you may receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Condition 6.3.

6.3 We will confirm our acceptance to you by sending you correspondence via e-mail (or, if you have ordered over the telephone and do not have an email address, by post) confirming such acceptance ("**Order Confirmation**"). The Contract between us will only be formed, and these Terms and Conditions will become binding on you, when we send you the Order Confirmation.

6.4 Any order placed by you is subject to acceptance by us. We may choose not to accept or to decline your order for any reason and will not be liable to you or to anyone else in those circumstances.

6.5 If we are unable to supply you with products, for example because they are not in stock or are no longer available or because of an error in the price on our site as referred to in Condition 9.5, we will inform you of this by e-mail (or by post, if you have ordered over the phone and do not have an email address) and we will not process your order. If you have already paid for the product(s), we will refund you the full amount including any delivery costs charged as soon as possible using the same payment method that you used to pay for the products.

7. Changes to your order or these Terms

7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

7.2 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.

7.3 We may revise these Terms as they apply to your order from time to time to reflect any changes in relevant laws and regulatory requirements.

7.4 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 that you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

7.5 If you wish to make a change to the products you have ordered, please contact us in accordance with Condition 1. 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 products, 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.

7.6 We may make changes to our products:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustment and improvements.

These changes will not affect your use of the products.

7.7 In addition, we may make other changes to the products but if we do so we will notify you and you may then contact us to cancel the Contract and receive a refund for any products paid for but not received.

8. Delivery

8.1 Delivery of the products will take place within 2 Business Days of the day on which we accept your order in accordance with Condition 6.3.

8.2 If no one is available at your address to take delivery, we will leave you a note confirming how alternative delivery can be arranged. If you do not rearrange delivery or, where the products have been left at a delivery depot, collect the products we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery we may terminate the Contract and Condition 13.1(a) shall apply.

8.3 Delivery of an order shall be completed when we deliver the products to the address you gave us and the products will be your responsibility from that time.

8.4 We own the products until full payment has been made and the product has been delivered to you. Responsibility for payment in full, including all applicable delivery charges, remains with you.

8.5 We may have to suspend the supply of products to you to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the products to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the products as requested by you or notified by us to you.

8.6 We will contact you in advance to tell you if we will be suspending supply of any product, unless the problem is urgent or an emergency. If we have to suspend supply of any product for more than 5 Business Days you may contact us to end the part of the Contract relating to the suspended product and receive a refund for the sums paid by you in relation to that product under the Contract.

8.7 This Condition 8.7 only applies if you are a consumer.

If we miss any date for delivery that is arranged for any products then you may cancel your order straight away as if we have refused to deliver the products.

8.8 If you are a consumer but do not wish to cancel your order straight away under Condition 8.7, or if you do not have the right to do so under Condition 8.7, 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.

8.9 If you do choose to cancel your order for late delivery under Condition 8.7 or Condition 8.8, you can do so for just some of the products that you have ordered or all of them. If the products have been delivered to you, you will have to return those products that you wish to cancel your order in respect of to us, 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.

8.10 We only deliver the products within the United Kingdom and do not guarantee that the products can be delivered to any destination outside the United Kingdom.

8.11 If you order a product for delivery to any destination outside the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

8.12 You must comply with all applicable laws and regulations of any country for which the product is destined. We will not be liable or responsible if you break any such law.

9. Price of products and delivery charges

9.1 The prices of the products will be as quoted on our site or on the telephone at the time you submit your order. We take all reasonable care to ensure that the price of a product is correct at the time when the relevant information was entered onto the system. However please see Condition 9.5 for what happens if we discover an error in the price of a product that you ordered.

9.2 Prices for our products may change from time to time, but changes will not affect any order you have already placed.

9.3 The price of a product includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the product(s) in full before the change in VAT takes effect.

9.4 The price of a product includes delivery charges where we are determining the delivery method. If you require an alternate delivery method the costs of delivery will be provided to you before we accept your order.

9.5 It is always possible that, despite our reasonable efforts, the products on our site or quotes over the telephone may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

- (a) where the correct price is less than the price stated on our site, we will charge the lower amount when dispatching the products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price; and
- (b) if the correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the products at the correct price or cancelling your order. We will not process your order until we have your instructions. 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.

10. How to pay

10.1 You can only pay for products using a debit card or credit card through our “Stripe” payment platform.

10.2 Payment for the products and any applicable delivery charges must be made before we dispatch the products.

10.3 If you are not a consumer, you must pay all amounts due to us under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Handelsbanken 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.

10.5 If you think an invoice is wrong please contact us promptly in writing in accordance with Condition 1 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 amounts from the original due date.

11. Your rights in respect of defective products

This Condition 11 only applies if you are not a consumer. If you are a consumer, your rights are explained at Condition 12.

11.1 Subject to the rest of this Condition 11, we warrant that from the point of delivery until the expiry date printed on the products or their packaging (the “**Warranty Period**”), the products will:

- (a) be free from material defects in quality or workmanship; and
- (b) comply with any specification set out in our Order Confirmation. We may make changes to the products or their specification in accordance with Condition 7 of these Terms.

11.2 Subject to Condition 11.3, if:

- (a) you give us notice in writing during the Warranty Period within 5 Business Days of discovery that a product does not comply with the warranty set out in Condition 11.1;
- (b) we are given a reasonable opportunity to examine such product; and
- (c) you return such product to us at our cost,

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

11.3 We will not be liable for a product’s failure to comply with the warranty in Condition 11.1 if:

- (a) you make further use of such product after giving a notice in accordance with Condition 11.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the product or (if there are none) good trade or medical practice;
- (c) you alter or repair the product without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions.

11.4 Except as provided in this Condition 11, we shall have no liability to you in respect of a product’s failure to comply with the warranty set out in Condition 11.1.

11.5 These Terms shall apply to any repaired or replacement products supplied by us under Condition 11.2.

12. Your consumer right of cancellation, return and refund

This Condition 12 only applies if you are a consumer.

12.1 As a consumer, you have legal rights in relation to products which are faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 12 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12.2 If you are a consumer, you also have a legal right to cancel a Contract if you change your mind or decide for any other reason that you do not want to receive or keep products. You have the right to cancel this Contract within 14 days of taking delivery of the products without giving any reason (“**Cooling off Period**”) if you have purchased the products through our Site, or by way of email or telephone, unless the products have been specifically designed or customised for you, in which case you will not be able to cancel the Contract under this Condition 12.2.

12.3 The Cooling off Period will expire after 14 days, starting from the day on which you take delivery of the products or, if the products purchased under this Contract are delivered separately, starting from the day on which you take delivery of the last of the products. Any cancellation made in accordance with Condition 12.2 should be received by us before the Cooling off Period has expired.

12.4 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is by e-mail to sales@ipl.uk.com or by telephone on 0115 975 7254. If you are e-mailing us please include the following details: your order number, your name, delivery address, email address and order quantity so as to help us to identify it. If you wish to cancel by email, then your cancellation is effective from the date you send us the e-mail to us. You can also complete and submit the [cancellation form](#) on our site. If you do not send your cancellation by email, we will acknowledge receipt of your cancellation by email or post without delay.

12.5 The cancellation right in Condition 12.2 will not be available where the Contract is not a “distance selling contract” under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and certain products may not be eligible for cancellation if they are sold for specific hygiene or medical purposes. Please see our [Returns and Cancellation Policy](#) for more information regarding the specific circumstances where you will not have a right to cancel under Condition 12.2.

12.6 If you cancel your Contract we will:

- (a) refund you the price you paid for the relevant products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Please

see our [Returns and Cancellation Policy](#) for more details on the circumstances in which we may reduce the refund paid to you.

(b) if you have paid an additional amount for delivery, refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).

(c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the product(s) and we have not offered to collect from you: 14 days after the day on which we receive the product(s) back from you or, if earlier, the day on which you provide us with evidence that you have sent the product(s) back to us. For information about how to return products to us, see Condition 12.9;

(ii) if you have not received the products: 14 days after you inform us of your decision to cancel the Contract.

12.7 If you have returned the product(s) to us under this Condition 12 because they are faulty or mis-described, we will refund the price of the product(s) in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

12.8 We will refund you on the credit card, debit card or other payment method used by you to pay.

12.9 If a product has been delivered to you before you decide to cancel your Contract:

(a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please see our [Returns and Cancellation Policy](#) for information about how to return the products to us;

(b) unless the product is faulty or not as described (in this case, see Condition 12.7), you will be responsible for the cost of returning the product to us.

12.10 These Terms shall apply to any repaired or replacement products supplied by us.

13. Our rights of termination

13.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:

- (a) you have not taken delivery of the products in accordance with Condition 8.2 of these Terms;
- (b) commit a material breach of any of the Terms, which shall include nonpayment of any sums due to us, and fail to remedy the breach within such time period deemed appropriate by us at the time of notifying you in writing of the breach; or
- (c) knowingly provide incorrect, incomplete or inaccurate information to us in relation to the Contract; or
- (d) are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order.

13.2 Upon termination of the Contract by us for any reason:

- (a) if you have made full payment for the products we may deliver them to you or refund you the price at our discretion; or
- (b) if you have not made full payment we may take possession of the products and refund you any amounts already paid by you, less our reasonable administrative costs, or require immediate payment of the remaining balance of the price at our discretion; and
- (c) the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13.3 For the avoidance of doubt, where we take possession of the products as a result of our termination of the Contract or where you cancel the Contract we may sell or dispose of the products at our discretion.

14. Our liability if you are a business

This Condition 14 only applies if you are a business customer.

14.1 We only supply the products for internal use by your business, and you agree not to use a product for any resale purposes or for distribution to individuals.

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

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

14.3 Subject to Condition 14.2, 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 for:

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

14.4 Subject to Condition 14.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the product(s).

14.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the products. 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 product is suitable for your purposes.

15. Our liability if you are a consumer

This Condition 15 only applies if you are a consumer.

15.1 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, 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.

15.2 We only supply the product(s) 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.

15.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;

- (c) any breach of the terms implied by section 12 to 15 of the Sale of Goods Act 1979 (which include the right to receive goods that match any description given, are of satisfactory quality, fit for their usual purpose and any particular purpose which you have made known to us); and
- (d) defective products under the Consumer Protection Act 1987.

16. Events outside of our control

16.1 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 Event Outside Our Control. An Event Outside Our Control is defined below in Condition 16.2.

16.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, heavy rainfall, adverse weather, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract 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 the product(s) to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant product(s) that you have already received and we will refund the price you have paid, including any delivery charges.

17. Alternative dispute resolution

17.1 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 alternative dispute resolution.

17.2 In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution Platform](#).

18. Communications between us

18.1 When we refer, in these Terms, to "**in writing**", this will include e-mail.

18.2 If you are a consumer you may contact us as described in Condition 1.2.

18.3 If you are a business:

- (a) 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 e-mail.
- (b) 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, on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
- (c) 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 e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- (d) The provisions of this Condition 18.3 shall not apply to the service of any proceedings or other documents in any legal action.

19. Other important terms

19.1 When we refer, in these Terms, to a "**Business Day**", this means any day which is not a Saturday, Sunday or a public holiday in England on which banks in London are closed.

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

19.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased products from us as a gift, you may

transfer the benefit of any warranty in relation to the products to the recipient of the gift without needing to ask our consent.

19.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, we and you will not need the consent of a recipient of your gift of a product to cancel or make any changes to these Terms.

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

19.6 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.

19.7 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of products through our site or over the telephone and any dispute or claim arising out of or in connection with it will be governed by the law of England and Wales. You and we both agree 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.

19.8 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.

19.9 If you are a business, 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 noncontractual disputes or claims).