

---

## TERMS OF SALE

---

### BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Gift Vouchers are sold and provided by Us through this website, <https://www.tuttifruttiandover.co.uk> ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Gift Vouchers from Our Site. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Gift Vouchers through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Contract"</b>	means a contract for the purchase and sale of Gift Vouchers, as explained in Clause 8;
<b>"Order"</b>	means your order for the Gift Vouchers;
<b>"Order Confirmation"</b>	means our acceptance and confirmation of your Order;
<b>"Gift Vouchers"</b>	means the Gift Vouchers which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>"Services and/or Products"</b>	means the Services and/or Products which are to be provided by Us the cost of which are covered in part or in full by the Gift Voucher; and
<b>"We/Us/Our"</b>	means Tutti Frutti (Andover) Limited, a company registered in England under 6487915, whose registered address is 15 Valley Mead, Anna Valley, Andover, Hants, SP11 7SB and whose main trading address is 159 Weyhill Road, Andover, Hants, SP10 3BH.

### 2. Information About Us

2.1 Our Site, <https://www.tuttifruttiandover.co.uk>, is owned and operated by Tutti Frutti (Andover) Limited, a limited company registered in England under 6487915, whose registered address is 15 Valley Mead, Anna Valley, Andover, Hants, SP11 7SB and whose main trading address is 159 Weyhill Road, Andover, Hants, SP10 3BH.

### 3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and

without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

#### **4. Age Restrictions**

Consumers may only purchase Gift Vouchers through Our Site if they are at least 18 years of age.

#### **5. Business Customers**

These Terms of Sale do not apply to customers purchasing Gift Vouchers in the course of business.

#### **6. International Customers**

Our Gift Vouchers are available to UK customers only. We do not currently accept orders for Gift Vouchers from customers based outside of the UK.

#### **7. Gift Vouchers, Pricing and Availability**

7.1 We make all reasonable efforts to ensure that all general descriptions of the Gift Vouchers available from Us correspond to the actual Gift Vouchers that will be provided to you, however please note that the exact nature of the Gift Vouchers may vary depending upon your individual requirements and circumstances.

7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Gift Vouchers, not to different Gift Vouchers altogether.

7.3 Where appropriate, you may be required to select the required Gift Vouchers.

7.4 We neither represent nor warrant that all Gift Vouchers will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on Our Site.

7.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated every twelve months. Changes in price will not affect any Order that you have already placed.

All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Gift Vouchers at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within two business days, We will treat your Order as cancelled and notify you of the same in writing.

7.6 In the event that the price of Gift Vouchers you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of

placing your Order.

## **8. Orders – How Contracts Are Formed**

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 8.3 Order Confirmations shall contain the following information:
  - 8.3.1 Confirmation of the Gift Vouchers ordered including full details of the main characteristics of those Gift Vouchers;
  - 8.3.2 Fully itemised pricing for the Gift Vouchers ordered including, where appropriate, taxes and other additional charges.
- 8.4 We can also provide a paper copy of the Order Confirmation on request.
- 8.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within three business days.
- 8.6 You may change your Order at any time before We begin providing Services and/or Products in exchange for the Gift Vouchers by contacting Us.
- 8.7 If you change your Order, We will confirm all agreed changes in writing.
- 8.8 If you change your mind, you may cancel your Order or the Contract before or after We begin providing Services and/or Products in exchange for the Gift Vouchers subject to these Terms of Sale. For details of your cancellation rights, please refer to Clauses 11 and 12.
- 8.9 We may cancel your Order at any time before We begin to provide Services and/or Products in exchange for the Gift Vouchers in the following circumstances:
  - 8.9.1 The required personnel and/or required materials necessary for the provision of the Services and/or Products for which the Gift Vouchers may be exchanged are not available; or
  - 8.9.2 An event outside of Our control continues for more than ten business days (please refer to Clause 16 for events outside of Our control).
- 8.10 If We cancel your Order under sub-Clause 8.9 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within three business days. If We cancel your Order, you will be informed by phone or email according to the contact information you have provided and the cancellation will be confirmed in writing by post if requested.
- 8.11 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Gift Vouchers.

## **9. Payment**

- 9.1 Payment for the Gift Vouchers is due when your order is submitted. Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.
- 9.2 We accept the following methods of payment on Our Site:
  - 9.2.1 PayPal (using a credit card );
  - 9.2.2 PayPal (using a PayPal Account );
- 9.3 We do not charge any additional fees for any of the payment methods listed in sub-Clause 9.2
- 9.4 If you do not make any payment to Us by the due date we may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of HSBC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 9.5 The provisions of sub-Clause 9.4 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## **10. Provision of the Gift Vouchers**

- 10.1 As required by law, We will provide the Services and/or Products with reasonable skill and care, consistent with best practices and standards in the Beauty Sector, and in accordance with any information provided by Us about the Services and/or Products and about Us. Please note that if you request that We provide the Services and/or Products within the legal 14 calendar day cancellation (or "cooling off") period, your right to cancel may be limited or lost. Please refer to Clauses 11 and 12 for more details on your cancellation rights, including the cooling off period. We will use all reasonable endeavours to provide the Services and/or Products with reasonable skill and care, commensurate with best trade practice.
- 10.2 The Gift Vouchers are valid for six months from date of purchase or until the date shown on the Gift Vouchers purchased in the salon.
- 10.3 Gift Vouchers may be redeemed after the expiry date where Services have been booked prior to the expiry date.
- 10.4 Where a treatment is booked after the expiry date and subsequently cancelled the Gift Vouchers will no longer be valid for use and will be deemed to have expired.
- 10.5 The value of the Gift Vouchers may only be used as part or full payment for Tutti Frutti treatments or products. They may only be used for other Services and/or Products sold in the salon where expressly permitted by the Tutti Frutti Salon Owner.
- 10.6 Gift Vouchers cannot be exchanged for cash or used to purchase Gift Vouchers. No change will be given.
- 10.7 Our Cancellation Policy will apply where cancellations are made within 24 hours of the Services booked and our cancellation fee will be due. The cancellation fee may be taken from the Gift Vouchers value where another

form of payment has not been made.

- 10.8 We will make every reasonable effort to provide the Services and/or Products in a timely manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 16 for events outside of Our control.
- 10.9 If We require any information or action from you in order to provide the Services and/or Products, We will inform you of this as soon as is reasonably possible. Depending upon the nature of the Services and/or Products you order, We may require information or action such as completion of a consultation form or a patch test.
- 10.10 If the information you provide or the action you take under sub-Clause 10.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.
- 10.11 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 10.4, We may suspend the Gift Vouchers (and will inform you of that suspension by phone or email according to the contact information you have provided).
- 10.12 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Gift Vouchers to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by phone or email according to the contact information you have provided before suspending the Gift Vouchers.
- 10.13 If the Gift Vouchers are suspended under sub-Clauses 10.6, or 10.7 the expiry date of the Gift Vouchers will be adjusted accordingly.
- 10.14 If you do not pay Us for the Gift Vouchers as required by Clause 9, We may suspend the Gift Vouchers until you have paid any and all outstanding sums due. If this happens, we will inform you by phone or email according to the contact information you provided. This does not affect Our right to charge you interest on any overdue sums under sub-Clause 9.4.

## **11. Your Legal Right to Cancel (Cooling Off Period)**

- 11.1 If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.
- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site Cancellation Form and will include a link to it with the Order Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:

11.2.1 Telephone: +44 7919 578203

11.2.2 Email: lisa@tuttifruttiandover.co.uk

11.2.3 Post: 159 Weyhill Road, Andover, Hants, SP10 3BH

11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Services and/or Products in the future, however please note that you are under no obligation to provide any details if you do not wish to.

11.4 As specified in sub-Clause 10.1, if We are to provide the Services and/or Products within the cooling off period you are required to make an express request to that effect. By requesting that We are to provide the Services and/or Products within the 14 calendar day cooling off period you acknowledge and agree to the following:

11.4.1 If the Services and/or Products are fully provided within the 14 calendar day cooling off period, you will lose your right to cancel after the Services and/or Products are completely provided.

11.4.2 If you cancel after provision of the Services and/or Products has begun but is not yet complete you will still be required to pay for the Gift Vouchers provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Gift Vouchers and the actual Services and/or Products already provided. Any sums that have already been paid for the Gift Vouchers shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within three business days and in any event no later than 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Gift Vouchers.

## **12. Cancellation After the Legal Cancellation Period**

12.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Gift Vouchers and may be subject to a minimum contract duration. Details of the relevant duration, cancellation provisions and minimum notice periods will be provided on the Website and confirmed in Our Order Confirmation.

12.2 If you wish to cancel under this Clause 11, you must inform Us of your decision to do so. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site Cancellation Form and will include a link to it with the Order Confirmation. If you would prefer to contact Us directly, please use the following details:

12.2.1 Telephone: +44 7919 578203

12.2.2 Email: lisa@tuttifruttiandover.co.uk

12.2.3 Post: 159 Weyhill Road, Andover, Hants, SP10 3BH

12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Services and/or Products in the future, however please note that you are under no obligation to provide any details if you do not wish to.

12.4 You may be entitled to cancel immediately by giving Us written notice in the following circumstances:

- 12.4.1 We breach the Contract in a material way and fail to remedy the breach within ten business days of you asking Us to do so in writing; or
  - 12.4.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
  - 12.4.3 We change these Terms of Sale to your material disadvantage; or
  - 12.4.4 We are adversely affected by an event outside of Our control that continues for more than ten business days (as under sub-Clause 16.2.5).
- 12.5 Eligibility for refunds may vary according to the Gift Vouchers ordered. You will be required to pay for Services and/or Products supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be provided on our Website and confirmed in Our Order Confirmation. If you are cancelling due to Our failure to comply with these Terms of Sale or the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).
- 12.6 Refunds under this Clause 12 will be issued to you within three business days and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Gift Vouchers.

### **13. Our Rights to Cancel**

- 13.1 For cancellations before we begin providing the Services and/or Products, please refer to sub-Clause 8.9.
- 13.2 We may cancel the Gift Vouchers after We have begun providing Services and/or Products in exchange for them due to an Event outside of Our control that continues for more than ten business days (as under sub-Clause 16.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services and/or Products. In such cases, you will only be required to pay for Services and/or Products that We have already provided up until the point at which We inform you that We are cancelling the contract. Such sums will be deducted from any refund due to you.
- 13.3 Once We have begun providing the Services and/or Products, We may cancel the Contract at any time and will give you at least ten business days written notice of such cancellation. You will only be required to pay for Services and/or Products that you have received. Such sums will be deducted from any refund due to you.
- 13.4 Refunds due under this Clause 13 will be issued to you within three business days and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Gift Vouchers.
- 13.5 We may cancel immediately by giving you written notice in the following circumstances:

13.5.1 You fail to make a payment by the due date as set out in Clause 9. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 9.4; or

13.5.2 You breach the contract in a material way and fail to remedy the breach within three business days of Us asking you to do so in writing.

#### **14. Problems with the Gift Vouchers and Your Legal Rights**

14.1 We always use reasonable endeavours to ensure that Our Gift Vouchers are trouble-free. If, however, there is a problem with the Gift Vouchers please contact Us as soon as is reasonable possible via [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk).

14.2 We will use reasonable endeavours to remedy problems with the Gift Vouchers as quickly as is reasonably possible and practical.

14.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, sub-Clause 10.5 will apply and We may charge you for the remedial work.

14.4 As a consumer, you have certain legal rights with respect to the purchase of Gift Vouchers. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

#### **15. Our Liability**

15.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

15.2 We provide Gift Vouchers for domestic and private use or purposes. We make no warranty or representation that the Gift Vouchers are fit for commercial, business or industrial purposes of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

15.3 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

15.4 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Gift Vouchers with reasonable care and skill or in accordance with information provided by Us about the Gift Vouchers or about Us.

15.5 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

#### **16. Events Outside of Our Control (Force Majeure)**

16.1 We will not be liable for any failure or delay in performing Our obligations



where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control

16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

16.2.1 We will inform you as soon as is reasonably possible;

16.2.2 Our obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

16.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Gift Vouchers as necessary;

16.2.4 If the event outside of Our control continues for more than sixty business days We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;

16.2.5 If an event outside of Our control occurs and continues for more than sixty business days and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site Cancellation form. If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: +44 7919 578203;

Email: [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk);

Post: 159 Weyhill Road, Andover, Hants, SP10 3BH;

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

## 17. Communication and Contact Details

17.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 7919 578203, by email at [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk), or by post at 159 Weyhill Road, Andover, Hants, SP10 3BH.

17.2 For matters relating to Our Gift Vouchers or your Order, please contact Us by telephone at +44 7919 578203, by email at [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk), or by post at 159 Weyhill Road, Andover, Hants, SP10 3BH.

17.3 For matters relating to cancellations, please contact Us by telephone at +44 7919 578203, by email at [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk), or by post at 159 Weyhill Road, Andover, Hants, SP10 3BH.

## **18. Complaints and Feedback**

- 18.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 18.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our Salon and our salon respectively.
- 18.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
  - 18.3.1 In writing, addressed to Lisa Glover, Salon Owner, 159 Weyhill Road, Andover, Hants, SP10 3BH;
  - 18.3.2 By email, addressed to Lisa Glover, Salon Owner at [lisa@tuttifruttiandover.co.uk](mailto:lisa@tuttifruttiandover.co.uk);
  - 18.3.3 Using Our complaints form, following the instructions included with the form;
  - 18.3.4 By contacting Us by telephone on +44 7919 578203.

## **19. How We Use Your Personal Information (Data Protection)**

- 19.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 19.2 We may use your personal information to:
  - 19.2.1 Provide Our Gift Vouchers to you;
  - 19.2.2 Process your Order (including payment) for the Gift Vouchers; and
  - 19.2.3 Inform you of new Services, Products and/or Gift Vouchers available from Us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- 19.3 In certain circumstances (if, for example, you wish to purchase Gift Vouchers on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 19.4 We will not pass on your personal information to any third parties.

## **20. Other Important Terms**

- 20.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 20.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

- 20.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 20.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 20.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 20.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale at any time, We will give you at least twenty business days written notice of the changes before they come into effect. If you wish to cancel the Contract as a result, please refer to sub-Clause 12.4.

## **21. Law and Jurisdiction**

- 21.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 21.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 21.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 21.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.