

THE CONRAN SHOP

STORE TERMS & CONDITIONS UPDATED: AUGUST 2021

1 THESE TERMS

1.1 These are the terms and conditions ("**Terms**") on which we supply products to you, whether these are products or services, in any of our stores ("**Stores**"). To view our terms and conditions which apply when you make a purchase online or via the telephone, please go to our website or ask a member of staff.

1.2 Please read these Terms carefully before purchasing any products or placing any orders with us in-store. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these Terms depending on whether you are a business or consumer. We will make this clear to you in the relevant parts of these Terms. You are a consumer if: (a) you are an individual; and (b) you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2 ABOUT US AND HOW TO CONTACT US

2.1 The Conran Shop is the trading name of The Conran Shop Limited. We are The Conran Shop Limited ("**We**", "**Our**" and "**Us**") a company registered in England and Wales. Our company registration number is 10535110 and Our registered office is at 120-122 Webber Street, London, SE1 0QL, England. Our registered VAT number is 344260911.

2.2 You can contact Us by:

Our Help Centre: <https://customerservices.conranshop.com/hc/en-gb>

Phone: UK: 0344 848 4000 **International:** +44 116 269 8994

Post: Customer Service Team, The Conran Shop, 3 Flatten Way, Syston, Leicestershire, LE7 1GU, England
Alternatively, please speak to one of Our staff in-store.

2.3 If We have to contact you We will do so by telephone or by writing to you at the email address or postal address you provided to Us when you made your purchase.

2.4 When We use the words "writing" or "written" in these Terms, this includes emails.

3 OUR CONTRACT WITH YOU

3.1 You may make an offer to purchase by going to Our tills in-store to make a purchase or place an order. At this stage, no contract exists until We decide to accept it.

3.2 Our acceptance will take place when We take payment for your purchase at the till in-store, or, where applicable, when We confirm written acceptance of your order, at which point a contract will come into existence between you and Us.

3.3 If We are unable to accept your purchase or order, We will inform you of this and will not charge you for the product (or if We have already charged you, you will be refunded) . There may be several reasons for this, some of those can include the fact that a product is out of stock, the supplier has discontinued the products you have ordered, We are unable to obtain authorisation for your payment, your order has not passed Our fraud screening process, you are purchasing an age-restricted product and We are not able to verify that you are over the required age, an item is unable to be shipped overseas to your given delivery address due to transport or import restrictions, because of unexpected limits on Our resources which We

could not reasonably plan for, because We have identified an error in the price or description of the product or because We are unable to meet a delivery deadline you have specified.

3.4 Where applicable, We will assign an order number to your order and tell you what it is when We accept your order.

3.5 By law, We cannot sell knives, alcohol or tobacco to persons under the age of 18. It is illegal to buy restricted products if you are under age or to buy restricted products for someone else who is underage. By making a purchase or placing an order for an item that by law We are only permitted to sell to customers who are 18 years or older, you are confirming to Us that you are 18 years or older.

4 OUR PRODUCTS

4.1 The images and descriptions of the products in Our catalogues or on Our website are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown in images in Our catalogues or on Our website. All measurements given are approximate.

4.2 Wood, stone and leather are natural materials and as such there are natural variations in the colour, grain and texture over which We have no control and cannot guarantee that the products you receive will be exactly as the display product, website or catalogue image.

4.3 Some of Our products, particularly those that contain or are made from natural materials such as wood, stone or leather, may be delicate and you should avoid exposing them to heat, sunlight and other harmful elements as the exposure may cause them to tarnish, colours to fade or other damage. You should also be aware that where products contain or are made from natural materials such as wood, stone or leather their colour may appear different to that displayed on Our website or in Our catalogues and may fade naturally over time. If you place an object on a wooden surface the area around this may darken and leave a lighter patch when you remove the object which will usually come back to the same shade as the rest of the wood over time. Sunlight affects different fabrics in different ways, but sunlight, whether direct or indirect, will nevertheless always affect fabric colour over time.

4.4 If you purchase the same products, whether in the same order or not, We cannot guarantee that the products supplied will be from the same batch and be an exact colour match.

4.5 Some of Our products are handmade (for example, glassware), bespoke or are made from natural products (for example, wood) which means that naturally there may be a slight variation in size, shape, colour and finish which may not be clearly represented by the display product, website or catalogue image. For example, if you purchase a wooden table, the grain on that table may be different to that displayed in-store.

4.6 If We are making the product to measurements you have given Us you are responsible for ensuring that these measurements are correct. This includes for access purposes, as further discussed below in these Terms. You can find information and tips on how to measure on Our website or by contacting Us.

4.7 If you purchase ex-display items or vintage items then you should be aware that the price of these items reflects the fact that they may show signs of wear and use, and cannot be returned or refunded unless faulty or misdescribed. Our [returns policy](#) will not apply to these items. This does not affect your legal rights. Any defects on these items (that are present at the point of sale) will be drawn to your attention. It will not be possible to reject the products, or claim a refund or repair at Our expense, in respect of any of these defects.

5 OUR RIGHTS TO MAKE CHANGES

5.1 From time to time, We may make changes to these Terms. We will always make sure you have the most recent version when purchasing or ordering in-store. You should always check the Terms to ensure you are aware of the terms and conditions that will apply at the time you make your purchase or place an order. You will be subject to the Terms in force at the time of your purchase or when you place your order.

6 PROVIDING THE PRODUCTS

6.1 Delivery costs. The costs of delivery will usually be as communicated to you during the order process. However, for deliveries outside of UK mainland and deliveries to any of the following postcodes AB, BT, DD, FK, GY, HS, IM, IV, JE, KA27, KW, KY, PA20- 88, PH, PO30-41, ZE and Islands, and for some large or heavy products that may require a more specialised delivery service other than Our regular two-person furniture delivery service, We may only be able to provide you with an estimated delivery cost. In these circumstances, once you have placed your order, We will contact you to confirm the cost of delivery and will only accept your order once you have confirmed you are happy with the costs of delivery. If We and you cannot agree on the costs of delivery (or We are unable to contact you) then We or you may cancel the order and, if any money has been taken from you for the products, We will refund this to you. Please see Our delivery page on Our website for more information.

6.2 International deliveries and Northern Ireland – VAT and Duties. You should note that if you are purchasing products to be shipped outside the UK or EU, VAT will be deducted from the order at the checkout once you have filled in the shipping and billing information. On delivery to these countries, you may be liable for import duty and local taxes on your order, which will need to be paid to the carrier or local tax office before they will release the products. You should contact your local tax office if you require more information about this. We are unable to provide any guidance on duties or taxes.

When We will provide the products.

6.3 Before you place your order, you may be given various delivery options to choose from with estimated delivery times and dates depending on the delivery address. For orders outside of mainland UK, We may contact you to arrange delivery as set out in clause 6.1. You can find further information about Our delivery services on Our delivery page on Our website.

6.4 For certain products, you may be given an estimated lead time and We may need to contact you to arrange a suitable delivery date. This includes products being delivered by Our home delivery team (for example large furniture items such as sofas) who will need to contact you in advance to arrange a convenient date to deliver your order. If you do not accept or arrange delivery of such product within 2 months of it being available for delivery, you will be responsible for storage costs at the rates communicated by Us to you. If you still do not accept or arrange delivery after a year of it being available for delivery, We shall cancel your order, reclaim title and (at Our option) sell the product. You will not be entitled to any refund.

6.5 If We are providing services, We will always try to begin the services on the date agreed with you during the order process. If that date is going to change for any reason, We will contact you as soon as We can to inform you of the delay. The estimated completion date for the services is as communicated to you during the order process.

6.6 We will do Our best to deliver your order to you within the timeframe We specify. However, lead times and delivery dates and times are estimates only. We cannot guarantee that orders will be delivered within estimated delivery or lead times. Delays may occur due to circumstances beyond Our control, such as delays by third party suppliers or due to Brexit, see clause 6.9 for further information. No compensation shall be due from Us to you for orders that are delivered after their estimated delivery dates and/or times. If you have any problems with your delivery or order, please let Us know as soon as possible.

6.7 If your order is shipped from Our warehouse via courier, We will send you an email containing tracking information. You will then be able to track the progress of your delivery. When a Click & Collect order is available for collection you will receive an email or telephone call advising you of this. You will only be able to collect an order after We have informed you it is ready for collection and only during Our opening hours, which are available in-store and online at Our website.

6.8 In respect of furniture or large items requiring home delivery services, delivery can only be arranged once the outstanding balance has been paid in full. Subject to access restrictions, health and safety (or similar) concerns and only in respect of certain furniture items where such delivery method has been agreed, Our delivery teams will attempt to deliver the products to the room of your choice and, if required, will unpack and take away the packaging, assemble the products and place in situ. You or your representative accepting the delivery will be asked to sign the delivery note to indicate that you are happy with the condition of the products and have received the items recorded on the note – please do inspect the products thoroughly before signing. If you have any problem with your delivery please contact Us as soon as possible. Please record any problems on the delivery note.

6.9 If Our supply of the products and/or services is delayed by an event outside Our control then We will contact you as soon as possible to let you know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, including any compensation. An event outside Our control may include pandemics, epidemics, local disease outbreaks, public health emergencies and quarantines.

6.10 In respect of our usual delivery services (excluding deliveries where clause 6.4 applies), if no one is available at your address to take delivery and the products cannot be posted through your letterbox, We will leave a note for you informing you of how to rearrange delivery or collect the products from a local depot. If you do not collect the products from Us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot 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 re-arrange delivery or collection We may end the contract.

6.11 If you do not allow Us access to your property to perform the services as arranged (and you do not have a good reason for this) We may charge you additional costs incurred by Us as a result. If, despite Our reasonable efforts, We are unable to contact you or re-arrange access to your property We may end the contract.

Access - large items and furniture

6.12 If the products are not being delivered to a street level property or ground floor of a property please contact Us via our [Help Centre](#) or by calling Us on 0344 848 4000 to inform us how access is gained to the upper levels. You should also advise Us of any parking restrictions outside your property, such as red routes, along with any alternative parking that is available. Any special delivery conditions requested by you should be given in writing at the time of ordering and will be considered by Us and, if necessary, conditions and charges may change accordingly.

6.13 You are responsible for ensuring that the product you are ordering is of a size that can be delivered into your home. If you have any questions or concerns about sizing, please contact Us before placing your order. You should check in advance that the products will fit up stairways, through doorways and any awkward or restrictive space. If your order cannot be delivered due to access restrictions, you may request that the order be redelivered to an alternative address, to arrange this please contact Us via our [Help Centre](#) or by calling Us on 0344 848 4000. Please note that you will be responsible for all costs of storage and redelivery to the alternative address provided by you. If you do not arrange for a redelivery of the item within 2 months We shall be entitled to terminate the contract and you will remain liable for 100% of the order value and the full delivery charge as well as any storage costs.

6.14 If you have any concerns about access, We offer an access inspection which will be undertaken by Our delivery team. You should request this before placing your order by contacting Us. The cost of the access inspection is £50.00 within London. The cost of access inspection outside of London may vary, please contact Us via our [Help Centre](#) or by calling Us on 0344 848 4000 to arrange a quote. If due to an error on the part of Our delivery team, the products you have ordered do not fit into the premises on delivery, We will work with you to find a solution at no additional cost to you. If a solution is not possible then We may cancel the order and refund you for the product together with the delivery and inspection charges paid by you. You will not be entitled to any additional compensation for the inconvenience caused or fees to other contracts you may have booked (e.g. electricians).

6.15 Our delivery teams are unable to remove doors, windows or any other fixtures to facilitate the delivery. If this is required, We may be able to supply details of specialist companies in your area who will be able to assist you with this. Delivery teams are unable to attach products to walls or install any electrical products. If this is required We may be able to supply details of specialist companies in your area who may be able to assist you with this.

7 OWNERSHIP AND RESPONSIBILITY

7.1 If you place an order, the product will be your responsibility from the time We deliver the product to your address or you or a carrier organised by you collect it from Us. If you purchase a product in-store, it will be your responsibility once you have paid for it in full.

8 CANCELLATION, RETURNS AND REFUND POLICY

CANCELLATION RIGHTS FOR CONSUMERS ONLY

8.1 In respect of special orders (which are items that We source especially for you and are not part of Our range), and bespoke or made to measure orders, You may only cancel or amend your order with Us within 48 hours of the order being placed. If you cancel your order after 48 hours, you will be charged 50% of the full order value. This charge reflects the costs We will incur in attempting to resell your items. A bespoke or made to measure order is an order for products that are specially ordered from the manufacturer based on your choice of size, colour and finish as shown on your order. You will be advised of this at the time of ordering. This does not affect your legal rights.

8.2 To notify Us of your cancellation request you must do so via our [Help Centre](#) or by calling Us on 0344 848 4000. Following any cancellation or amendment to your order any monies outstanding will be refunded against your original payment method within 7 days of the cancellation being accepted.

8.3 There is no right to cancel orders for vintage or ex-display products. See clause 4.7 of these Terms for more information.

8.4 We may cancel your order if We have insufficient stock to deliver the products you have ordered or We are unable to place the order with the manufacturer. If We cancel your order, We will notify you and refund you any monies you have paid in relation to the order within 7 days of your order being cancelled. We will not be obliged to offer any additional compensation for disappointment suffered.

RETURNS AND REFUNDS POLICY

8.5 We want you to be completely satisfied with your purchase. If you are a consumer, you may be able to return products to Us for an exchange or refund for any reason within 28 days (or 14 days for reduced price items, including sale items) of purchase or, where applicable, of delivery, provided that the products are unused, in their original condition and packaging (including all labels and tags intact and have not been used), and do not fall within the groups of products listed in clause 8.8 of these Terms. You must provide the receipt or, where applicable, include the relevant returns paperwork otherwise We will not be able to process your return. This does not affect your legal rights. Please refer to Our [returns policy](#) available on Our website for further information and to the relevant terms below.

8.6 You should note that reduced price items (including sale items) can only be exchanged or refunded within 14 days of purchase, not 28 days.

8.7 Our [returns policy](#) is offered in addition to your legal rights. When you buy products from a business, in law you have a number of rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the products are faulty or misdescribed.

Items that cannot be returned

8.8 There is no right under Our [returns policy](#) for you to return the following:

8.8.1 special orders placed with Us;

8.8.2 bespoke or made-to-measure items (including, without limitation, bespoke furniture or lighting);

8.8.3 vintage items;

8.8.4 ex-display items;

8.8.5 flat-packed items that have been assembled;

8.8.6 items that are made to order or personalised;

8.8.7 gift cards;

8.8.8 digital products after you have started to download or stream these;

8.8.9 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them (this includes toiletries once they have been opened);

8.8.10 personal items such as earrings, underwear and swimwear;

8.8.11 perishable items;

8.8.12 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

8.8.13 any products which become mixed inseparably with other items after their delivery.

Your legal right to reject faulty or misdescribed products if you are a consumer

8.9 If you are a consumer, We are under a legal duty to supply products that are in conformity with this contract and nothing in these Terms will affect your legal rights. Our [returns policy](#) is in addition to your legal rights. If the products you have bought from Us are faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back). We would ask that you give us an opportunity to repair the faulty product first. If you wish to exercise your legal right to reject products you must return them to Us in accordance with clause 8.10 of these Terms. Please note that in respect of large or heavy items, such as sofas, We will send a representative to inspect the item first before We will be able to process the return. If you do not allow the product to be inspected, We will not be able to process the return.

Returning products and return costs

8.10 If you end the contract for any reason (including where the products are faulty or misdescribed) then you must return the products to Us in-store or, if the products have been delivered to you then alternatively you may post them back to Us or (if they are not suitable for posting or cannot be returned in-store) allow Us to collect them from you. Please follow the returns instructions set out in Our [returns policy](#), which is available on Our website. You cannot return products purchased online in-store.

8.11 We recommend that you obtain proof of posting for your records, and if the products are of high value, you may wish to consider taking out insurance to protect the products whilst in transit as it or they are your responsibility until We receive them.

8.12 If you are a consumer, We will pay the reasonable costs of return if the products are faulty or misdescribed (if the costs of return are likely to be higher than Our standard delivery charge and/or are likely to exceed the value of the product, We would ask that you contact Us to discuss before returning). In all other circumstances (unless We have provided you with a free returns label) you must pay the costs of return. If you are responsible for the costs of return and We are collecting the product from you, We will charge you the direct cost to Us of collection.

8.13 If you return the item to Us at one of Our Stores, your refund or exchange will be handled immediately but it may take some time for the payment provider to process your refund. You should allow 10 days for the refund to reach your account. However, if you are using an alternative returns method because We delivered your items to you, We will process your refund within 14 days of Us receiving it. Refunds will be made to your original payment method unless otherwise agreed. The timing to process an exchange may vary depending on the item being exchanged.

9 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

9.1 If you are a business customer We warrant that on delivery, any products shall:

9.1.1 conform in all material respects with their description;

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

9.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

9.2 Subject to clause 9.3, if:

9.2.1 you give Us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 9.1;

9.2.2 We are given a reasonable opportunity of examining such product; and

9.2.3 you return such product to Us at your cost,

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

9.3 We will not be liable for a product's failure to comply with the warranty in clause 9.1 if:

9.3.1 you make any further use of such product after giving a notice in accordance with clause 9.2.1;

9.3.2 the defect arises because you failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

9.3.3 the defect arises as a result of Us following any drawing, design or specification supplied by you;

9.3.4 you alter or repair the product without Our written consent; or

9.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

9.4 Except as provided in this clause 9, We shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 9.1.

9.5 These Terms shall apply to any repaired or replacement products supplied by Us under clause 9.2.

10 PRICE AND PAYMENT

10.1 The price of the product (which includes VAT (where applicable) and excludes any delivery charges) will be the price indicated on the product in-store or, where applicable, in the order confirmation. Please see clause 10.3 for what happens if We discover an error in the price of the product you order.

10.2 We may change the price of a product from time to time, but changes will not affect any order We have already accepted.

10.3 It is always possible that, despite Our best efforts, some of the products We sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than Our stated price at your order date, We will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, We will contact you for your instructions before We accept your order. If We accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, We may end the contract, refund you any sums you have paid and require the return of any products provided to you.

10.4 We accept payment with most types of credit and debit card (including Visa, Mastercard and American Express). You must pay for the products and any delivery charges at the time of ordering or, in accordance with the payment terms agreed in writing by Us. If you are in store, payments will be taken at the time of placing of the order. Payment must be made before the products will be despatched and before delivery can be arranged.

10.5 If you are a business customer you must pay all amounts due to Us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). You may pay using the payment methods set out in clause 10.4 above or via bank transfer. If you fail to make payment by the due date, We may suspend supply of the products and/or cancel this contract.

10.6 If you do not make any payment to Us by the due date We:

10.6.1 will remind you that payment is due and if you do not make payment to Us within 14 days of Us reminding you that payment is due, We may terminate this contract and will not supply the products to you; and/or

10.6.2 may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England 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.

11 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

FOR CONSUMERS ONLY:

Our responsibility for loss or damage suffered by you if you are a consumer:

11.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either

it is obvious that it will happen or if, at the time the contract was made, both We and you knew it might happen, for example, if you discussed it with Us during the sales process.

11.2 Our total liability to you under these Terms shall not exceed the price paid by you to Us for the product or service applicable to your claim.

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

11.4 If We are providing services in your property, We will make good any damage to your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover while providing the services.

11.5 If defective digital content which We have supplied damages a device or digital content belonging to you and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay you compensation. However, We will not be liable for damage which you could have avoided by following Our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us.

11.6 We only supply the products to you for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

FOR BUSINESSES ONLY:

Our responsibility for loss or damage suffered by you if you are a business:

11.7 Nothing in these Terms shall limit or exclude Our liability for:

11.7.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);

11.7.2 fraud or fraudulent misrepresentation;

11.7.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

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

11.8 Except to the extent expressly stated in clause 9.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.9 Subject to clause 11.7:

11.9.1 We shall not be liable to you under any circumstances, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with this contract, for:

11.9.1.1 loss of profit (whether direct or indirect);

11.9.1.2 loss of revenue (whether direct or indirect);

11.9.1.3 loss of sales or business (whether direct or indirect);

11.9.1.4 loss of agreements or contracts (whether direct or indirect);

11.9.1.5 loss of anticipated savings (whether direct or indirect);

11.9.1.6 loss of use or corruption of software, data or information (whether direct or indirect);

11.9.1.7 loss of or damage to goodwill (whether direct or indirect); or

11.9.1.8 special, indirect or consequential loss, costs, damages, charges or expenses; and

11.9.2 Our total liability to you for all other losses arising under or in connection with any contract between Us and you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 125% of the total sums paid by you to Us for products under such contract.

12 OTHER IMPORTANT TERMS

12.1 We may transfer Our rights and obligations under these Terms to another organisation. If you are a consumer, We will do Our best to tell you if this happens and We will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these Terms to another person if We agree to this in writing.

12.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

12.3 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.

12.4 If We do not insist immediately that you do anything you are required to do under these Terms, or if We delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you at a later date. For example, if you miss a payment and We do not chase you but We continue to provide the products, We can still require you to make the payment at a later date.

12.5 If you are a business customer these Terms constitute the entire agreement between Us and you in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

12.6 If you are a consumer, these Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts but if you live in another country, you can bring a claim in the courts which are local to you. If you are a business, any dispute or claim arising out of or in connection with a contract between Us and you 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.