

## **I. These Terms**

1.1 If you are a consumer, these are the terms and conditions on which we supply Goods or Services to you.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Goods and/or Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please let us know.

1.3 In these Conditions, the following definitions apply:

1.3.1 **“Applicable Laws”** any and all:

- a. legislation (including statutes, statutory instruments, regulations, edicts, bye-laws, orders, directives or treaties) and common law;
- b. judgements, resolutions, decisions, orders, notices and demands of any court, regulator or tribunal; and
- c. rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body applicable at the time.

1.3.2 **“Business Day(s)”** a day which is not a Saturday or Sunday or a bank holiday in England.

1.3.3 **“Contract”** means the contract for Goods and/or Services for the sale and purchase of the Goods or Services in accordance with these terms and conditions.

1.3.4 **“Contract Period”** is a defined period agreed in writing between you and us whereby you agree to place orders.

1.3.5 **“Goods”** the products manufactured or supplied by us, including any reports or information provided as part of a consultancy service (if applicable), that we agree to sell, and you agree to purchase under the Contract, as set out in the order.

1.3.6 **“Registered Qualified Person”** means a person entitled to prescribe and/or supply certain veterinary medicines under the Veterinary Medicines Regulations 2013.

1.3.7 **“Seed”** means seeds that shall comply at the time of delivery with the UK Seeds Regulations and the minimum standards of applicable EU Seeds Regulations in force at the time of supply unless otherwise stated by us.

1.3.8 **“Services”** the services supplied by the Seller which may include including consultancy, either carried out by ourselves or a third party, as set out in the order.

1.3.9 **“Website”**, we mean any website that is operated by us or on our behalf, including [bataltd.co.uk](http://bataltd.co.uk), [thompsons-feed.co.uk](http://thompsons-feed.co.uk), [swlf.co.uk](http://swlf.co.uk) and [robinsonsequestrian.co.uk](http://robinsonsequestrian.co.uk).

1.3.10 Reference to **“you”** or **“your”**, means you as the consumer ordering and purchasing Goods or Services from us.

1.3.11 Reference to **“we”**, **“us”** or **“our”** means the Brandsby Agricultural Trading Association Limited entity, including Brandsby Agricultural Trading Association Limited (including South West Lancashire Farmers and Robinsons Equestrian) and William Thompson (York) Limited (including Thompsons Town & Country Store from whom you purchase Goods or Services, which include:

BATA Limited is a company registered in England and Wales. Our company registration number is IP 3289R and our registered office is at Main Street, Amotherby, Malton, YO17 6TA. Our registered VAT number is 166813937.

William Thompson (York) Limited is a company registered in England and Wales. Our company registration number is 00211711 and our registered office is at Main Street, Amotherby, Malton, YO17 6TA. Our registered VAT number is 797268366.

## **2. Contacting us**

- 2.1 You can contact us by telephoning our customer service team or by writing to us at [enquiries@swlf.co.uk](mailto:enquiries@swlf.co.uk), [info@bataltd.co.uk](mailto:info@bataltd.co.uk) or [info@thompsons-feeds.co.uk](mailto:info@thompsons-feeds.co.uk).
- 2.2 To contact:
- 2.2.1 Brandsby Agricultural Trading Association or Robinsons Equestrian Customer Services, telephone 01653 605200 or write to Brandsby Agricultural Trading Association, Main Street, Amotherby, Malton, YO17 6TA .
- 2.2.2 William Thompson (York) Limited Customer Services, telephone 01904 488388 or write to William Thompson (York) Limited, Jubilee Mill, Murton Lane, York, YO19 5UT.
- 2.2.3 Contact details for specific Country Stores can be found on our Website, [www.bataltd.co.uk](http://www.bataltd.co.uk), [www.thompsons-feeds.co.uk](http://www.thompsons-feeds.co.uk), [www.swlf.co.uk](http://www.swlf.co.uk) and [www.robinsonsequestrian.co.uk](http://www.robinsonsequestrian.co.uk).
- 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 in your order.
- 2.4 "**Writing**" includes emails. When we use the words "**writing**" or "**written**" in these terms, this includes emails.

## **3. Basis of Sale**

- 3.1 Your order can be provided to us verbally or in writing (unless you are purchasing Goods online, in which case please refer to section 5 'Online Orders'). The order constitutes an offer by you to purchase the Goods and/or Services in accordance with these terms and conditions.
- 3.2 Once you have submitted your order to us:
- 3.2.1 we may obtain and use information about you from credit reference agencies to help make purchase limit decisions about your account. You agree to co-operate by providing access to information that we might reasonably request to assist in the purchase limit assessment process. We are not responsible for the accuracy of information provided by credit reference agencies or for the consequences of any decisions based upon it; and
- 3.2.2 if requested by us, you agree to provide financial guarantees in support of any purchase limit facility granted.
- 3.3 Your order will be deemed to be accepted when we confirm our acceptance of it in writing or, if earlier, when we commence production of the Goods, or provision of any Services. It is only at this point that the Contract shall come into existence between you and us.
- 3.4 If we do not accept your order, we will not be liable for any loss (whether direct or consequential) that you incur as a result and we will refund any monies paid as soon as reasonably practicable.
- 3.5 The images of the Goods on our Website or on printed material (for example, newsletters, leaflets, advertisements etc.) 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 or a picture accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.
- 3.6 Natural Goods may show some colour or physical variation. We accept no liability associated with such variations.
- 3.7 If the order comprises of Seed, the Seed is sold as being suitable for the production of consumer crops and not for the reproduction of seed and the Seller can accept no responsibility for any seed crops produced. Information concerning the Seeds and their performance given verbally or in writing by the Seller is given in good faith, but is not to be taken as a representation by the Seller as to performance and suitability of Seeds sold. Performance may depend on local climatic and other conditions. Sales are made by the Seller on the basis that the Buyer has satisfied itself on the suitability of the Seeds for its requirements.

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- 3.8 All Goods sold by us will be sold in accordance with all Applicable Laws, including the Medicines Act 1968. Orders for Goods containing medicines, including feed must be received and accepted at one of the Seller's premises which is registered for the sale and supply of such Goods with the applicable governing bodies.
- 3.9 No Contract can be created unless an order is received and accepted by the Seller at one of the Seller's premises which is registered for the sale and supply of such Goods with the applicable governing bodies.
- 3.10 If you wish to make a change to the Goods you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Goods, 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. If the consequences of making the change are unacceptable to you, you may want to end the Contract. If we are unable to accommodate a change for example because the Goods have already been manufactured specifically to meet your requirements, you will be unable to end the Contract and will continue to be liable for the order. We accept no liability for any consequences of this.

#### **4. Sale Restrictions**

- 4.1 Certain Goods can only be purchased if you satisfy the legal age requirement for those Goods. We are not allowed by law to supply these Goods to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order or purchase these Goods. By ordering and/or purchasing Goods you agree that you satisfy the legal age requirements for those Goods. We reserve the right to reject orders for any age restricted Goods where we reasonably believe that you are below the relevant legal age for those Goods. We reserve the right not to supply any age restricted products where we reasonable believe that you are below the relevant legal age for those Goods.
- 4.2 If your order includes products that are made according to your specification or measurements that you send us, please ensure the order is correct and accurate as your right to return will not be available, unless the Goods are delivered to you damaged or faulty.
- 4.3 Some Goods can only be sold to you by a Registered Qualified Person.
- 4.4 Some products are restricted for sale to professional users only. Appropriate identification will be required at the point of sale.

#### **5. Online Orders**

- 5.1 If you are purchasing Goods via our Website, you should follow the onscreen prompts to place an order.
- 5.2 Our online order process allows you to check and amend any errors before submitting your order to us.
- 5.3 If you place an order via our Website, we will send you an email acknowledging receipt of your order, together with your order number and details of the Goods you have ordered. Please note this email is an acknowledgement and is not an acceptance of your order.
- 5.4 After you place your order, you will receive an email from us acknowledging that it has been received. Acceptance of the order will take place when we send you an email to accept it, at which point a Contract shall come into existence between you and us.

#### **6. Click and Collect Orders**

- 6.1 We operate a click and collect service in some of our stores. Some stores require payment before collection and others require payment in store when you collect the order. Details of this service can be found on our Website and the prompts will guide you through the process when you opt for this service when processing your order.
- 6.2 This service is currently free of charge and we will advise in writing to you if this changes.
- 6.3 Collecting your order

- 6.3.1 It can take up to 5 days for order to be transferred from another store or from our central warehouse.

- 6.3.2 If prompted during the checkout process you might be asked to select a specific day to collect. If this option is available, please do not visit the store until you have received an email advising that the order is available to collect.
- 6.3.3 You will be contacted via email when your order is available to collect. If for any reason an order is delayed, you will receive an email or phone call advising of the delay. Time of delivery is not of the essence.
- 6.3.4 We will keep your order for 10 days from the date that the order is available to collect, provided that the payment has been processed. If you do not collect your order within 10 days, we will return the items to the store and refund your payment.
- 6.3.5 If you reserve items to pay for in store, we will reserve your order for 72 hours from when we notified you that that your order was ready for collection. After 72 the items will be returned to the store for general sale.

#### 6.4 Refunds for Click & Collect

- 6.4.1 If you wish to return your order (whether in full or in part), please take it to the store that you collected your order from.
- 6.4.2 Refunds will take up to 10 working days to be processed. Refunds are also subject to clause 14.2 and must be requested using our Website only and cannot be given at BATA Country Stores, including Robinsons Equestrian, or Thompsons Town & Country Store.

### 7. Specifications

7.1 If the Goods you are purchasing from us comprise:

- 7.1.1 feeding stuffs or cereals, such Goods shall be sold in accordance with the Animal Feed (Composition, Marketing and Use) (England) Regulations 2015; and
- 7.1.2 substances, the sales or supply shall be in accordance to the Medicines Act 1968,

no Contract can be created unless orders from you are received and accepted by us at one of our premises which is registered for the sale and supply of such Goods with the applicable governing bodies.

7.2 The specification for items outlined in clause 7.1 shall be set out in our statutory declaration, a copy of which is provided to you on delivery or at the point of sale if in store.

7.3 We reserve the right to make any changes to the specification of Goods which are required by any Applicable Laws.

### 8. Delivery

8.1 If applicable, delivery costs will be confirmed to you during the order process.

8.2 If you require delivery, we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.

8.3 If our supply of the Goods 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. Time of delivery is not of the essence. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.

8.4 We may need certain information from you so that we can supply the Goods to you, for example, name, address, telephone number or any professional identification numbers. If so, this will have been told to you over the telephone, on our Website or told to you during email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 13 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods late or not supplying

any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 8.5 Some Goods will be delivered directly from our suppliers.
- 8.6 Any Goods will be your responsibility from the time we deliver the Goods to the address you provide to us during the ordering process, or from when you or a carrier organised by you collect the order from us.
- 8.7 You own the Goods once we have received payment in full.

## **9. If there is a problem with the Goods and/or Services**

- 9.1 If you have any questions or complaints about the Goods and/or Services, please contact us. You can telephone our customer service team using the details outline in clause 2. Alternatively, please speak to one of our staff in-store.
- 9.2 We are under a legal duty to supply Goods that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the provision of Goods and/or Services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

*This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.*

*If your product is **Goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:*

- a) Up to 30 days: if your Goods are faulty, then you can get an immediate refund.*
- b) Up to six months: if your Goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.*
- c) Up to six years: if your Goods do not last a reasonable length of time, you may be entitled to some money back.*

*If your product is **Services**, the Consumer Rights Act 2015 says:*

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.*
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.*
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

## **10. Price**

- 10.1 The price of the Goods and/or Services will be our final quoted price or, if no price has been quoted, the price listed in our published price list current at the date of delivery. We take all reasonable care to ensure that the price of the Goods and/or Services advised to you is correct. However please see clause 10.2 below for what happens if we discover an error in the price of the Goods and/or Services you order.
- 10.2 It is always possible that, despite our best efforts, some of the Goods and/or Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods and/or Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods and/or Services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Goods provided to you.
- 10.3 Prices for commodity Goods and feeding stuffs will be updated regularly, please visit our Website or ask in store for further and more up to date details.

## **II. Promotions and special offers**

### 11.1 Price promotions

- 11.1.1 From time-to-time Goods and/or Services may be discounted for a period of time. The expiry date for such offers will be clearly documented on any promotional communications.
- 11.1.2 All Goods and/or Services on special offer are subject to availability.
- 11.1.3 We reserve the right to change, cancel or amend any part the promotion or review at any time.
- 11.1.4 You might receive regular communications that detail our special offers. If you no longer want to receive these, you can choose to opt out. More details can be found in our privacy policy.

### 11.2 Free gifts

- 11.2.1 Free gifts may offered if a spend threshold is reached.
- 11.2.2 Free gifts are subject to availability.
- 11.2.3 There is no cash alternative.
- 11.2.4 We reserve the right to change, cancel or amend any part the promotion or review at any time.

### 11.3 Competitions

- 11.3.1 We may offer competitions to customers in store, at events or via digital communications including emails or on social media,
- 11.3.2 To ensure your entry is valid we ask that you follow the instructions carefully. We are not responsible for any entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind. Any handwritten entries must be legible.
- 11.3.3 The prize and closing date are detailed on the promotion.
- 11.3.4 Entrants must be over 18. In cases where entrants under 18 wish to enter parental consent is required.
- 11.3.5 Competitions are open to all members of the public who are residents of the UK (excluding Northern Ireland), with the exception of any employees of BATA Limited, William Thompson (York) Limited and Robinsons Equestrian (Malton).
- 11.3.6 There is no cash alternative, and we reserve the right to substitute or change any prize in any giveaway to a product of equivalent value.
- 11.3.7 We reserve the right to change, cancel or amend any part of the competition or review at any time.
- 11.3.8 A winner will be chosen by random draw performed by a computer process or supervised by an independent person. The winner may be asked to take part in publicity.
- 11.3.9 We must either publish or make available information that indicates that a valid award took place. To comply with this obligation we will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails [marketing@bataltd.co.uk](mailto:marketing@bataltd.co.uk) or writes to BATA Limited, Main Street, Amotherby, Malton, YO17 6TA (enclosing a self-addressed envelope) within one month after the closing date. If you object to any or all of your surname, county and winning entry being published or made available, please contact us at [marketing@bataltd.co.uk](mailto:marketing@bataltd.co.uk) or call 01653 605200. In such circumstances, we must still provide the information and winning entry to the Advertising Standards Authority on request.

- 11.3.10 Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. We reserve the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.
- 11.3.11 We reserve the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
- 11.3.12 Insofar as is permitted by law, we, our agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by our negligence, or the negligence of our agents or distributors or that of their employees. Your statutory rights are not affected.
- 11.3.13 The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
- 11.3.14 Our decision regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
- 11.3.15 Personal data supplied during the course of this promotion will only be processed as set out in our privacy policy.

## **12. Payment**

- 12.1 Without a credit account you must pay for the Goods and any applicable delivery charges before we dispatch them. We accept payment by a credit card, debit card and cheque.
- 12.2 The granting of a purchase credit limit facility on your account will be subject to status, credit checks and references before an account purchase credit limit can be applied. Without prejudice to these Conditions, we reserve the right not to accept orders that exceed the purchase credit limit, and you must pay all invoices within the agreed timescale to ensure capacity on the account for subsequent orders within the purchase credit limit.
- 12.3 We may vary the purchase credit limit or remove the purchase credit limit facility at our discretion.
- 12.4 If you fail to make any payment by the payment date, we reserve the right to:
  - 12.4.1 terminate the Contract or suspend any further deliveries/sales.
  - 12.4.2 charge you interest on the overdue amount as the rate set in the Late Payment of Commercial Debts (Interest) Act 1998 as amended. Interest will accrue each day from the due date until the date of actual payment of the overdue account, whether before or after judgement. You will pay the interest together with the overdue account; and
  - 12.4.3 commence legal proceedings for the recovery of the debt including all charges associated with the debt and the recovery of the debt.
- 12.5 A credit charge (which is a percentage of the net value of Goods and/or Services) may be added to an invoice (except in the case of cash sales) and provided no previous invoice is overdue you are entitled to deduct the same provided payment of the invoice is made by the due date.
- 12.6 You will pay the invoice in full less any credit charge which you are entitled to deduct as aforesaid but without any other deduction no later than the date specified on the invoice.
- 12.7 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **13. Cancellations**

- 13.1 Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract.

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- 13.2 For most Goods bought online you have a legal right to change your mind within 14 days and receive a refund. Such right will not apply for Services, once these have been completed, even if the cancellation period is still running, and any Goods that become mixed inseparably with other items after their delivery.
- 13.3 To end the Contract with us please use the returns form.
- 13.4 If you are ending a Contract for a reason set out below, the Contract will end immediately and we will refund you in full for any Goods which have not been provided and you may also be entitled to compensation, if:
- 13.4.1 we have told you about an upcoming change to the Goods or these terms which you do not agree to;
  - 13.4.2 we have told you about an error in the price or description of the Goods you have ordered, and you do not wish to proceed;
  - 13.4.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control; or
  - 13.4.4 you have a legal right to end the Contract because of something we have done wrong.
- 13.5 If you end the Contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. You must either return the Goods in person to where you bought them, post them back to us at the address on the returns form or (if they are not suitable for posting) allow us to collect them from you. Please call customer services using the contact details outlined in clause 2 to arrange collection. You may be charged for the collection. If you are exercising your right to change your mind you must send off the Goods within 14 days of telling us you wish to end the Contract.
- 13.6 Subject to clause 14.2, we will refund you the price you paid for the Goods including delivery costs, by the method you used for payment. We will make any refunds due to you as soon as possible. However, we may make deductions from the price, as described below.
- 13.7 If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. In relation to Services, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 13.8 We may end the Contract for the provision of Goods and/or Services at any time by writing to you if:
- 13.8.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods;
  - 13.8.2 you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us; or
  - 13.8.3 you do not, within a reasonable time, allow us access to your premises to supply the Services.
- 13.9 If we end the Contract in the situations set out above, we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

#### **14. Returns**

- 14.1 If you change your mind about Goods either before they are delivered or within 28 days of delivery or collection, you may contact us for a full refund provided that you have a receipt or sales invoice as proof of purchase for a full refund or exchange. For online purchases, please follow the instructions on the returns form. You are responsible for paying postal charges associated with returning the items.
- 14.2 We are unable to offer refunds or exchanges to any Goods that have been made to your specification, or any perishable Goods, including feed and food Goods. Notwithstanding clause 6.4.2, refunds are not provided for bespoke and customer Goods unless due to a proven manufacturing fault or defect.

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14.3 You must take care of all Goods in your possession as we are unable to accept items for return or exchange if are not in original condition or you have handled them in a way which would not be permitted in a shop. We will contact you if we are unable to process a full refund.

14.4 If your Goods are faulty, we reserve the right to initially offer a repair or replacement depending on the manufacturers guarantee. In order to exercise this right, you must notify us as soon as reasonably possible and return the item that it was purchases with proof of purchase or you may be declined a refund or exchange.

**15. Liability**

15.1 We are responsible to you for foreseeable loss and damage caused by us. 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. 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.

15.2 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 Goods as summarised in clause 9; and for defective Goods under the Consumer Protection Act 1987.

15.3 We only supply the Goods under these terms for domestic and private use. If you purchase the Goods under these terms and use the Goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**16. Waiver.** 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 Goods, we can still require you to make the payment at a later date

**17. Rights of Third Parties.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

**18. Assignment.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract OR We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Goods not provided.

**19. Data Protection.** We will only use your personal information as set out in our privacy policy. You can find our privacy policy.

**20. Severance.** 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.

**21. Governing Law and Jurisdiction.** These terms are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.