

## **PATH MARKETING TERMS AND CONDITIONS OF SALE**

This document (together with our Privacy Policy and Website Terms of Use) tells you information about us and the legal terms and conditions (**Terms**) on which we sell our products and services (**Product(s)** and **Service(s)**) listed on our website (**our site**).

These Terms will apply to any contract, agreement and invoice between us for the sale of all Products and Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering a Product(s) and Service(s) from either our site or directly by telephone, email or in person. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to complete an order for a Product or Service from our us.

We amend these Terms from time to time as set out in clause 6. When you wish to order a Product or Service, please check these Terms to ensure you understand the version applicable at that time, and print a copy for your records. These Terms were most recently updated on 21 June 2019.

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

For convenience, we have included below a summary of the key legal rights applicable to consumers when ordering online from us.

### **SUMMARY OF KEY LEGAL RIGHTS FOR CONSUMERS**

This is a summary of your key legal rights if you buy a Product or Service from us and you are a consumer. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call the Citizens Advice consumer helpline 03454 04 05 06.

#### **Consumer Rights Act 2015**

In the Consumer Rights Act 2015 it says goods must be as described, fit for purpose, of satisfactory quality and must match the description of goods (**Implied Terms**). Your legal rights entitle you to the following:

- up to 30 days from the date your Product or Service is delivered, collected or completed: if your Product or Service does not comply with the Implied Terms, then you can reject it and get a refund, subject to a deduction for the use you have had of the Product or Service up to the time you reject it; and

- at any time: if your Product or Service does not comply with the Implied Terms and cannot be repaired or replaced, then you are entitled to a refund, subject to a deduction for the use you have had of the Product or Service up to the time you reject it.

## **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs)**

Additionally, the CCRs state that where a contract is concluded at a distance, for example via a website, a consumer may cancel the contract up to 14 days after having received the goods and receive a refund, subject to a deduction by the trader for the loss in value of the goods as a result of handling them beyond what you expect to be able to do in a shop (or showroom) (see clause 12.3).

### **1. Information About Us**

1.1 We operate the website [www.path-marketing.com](http://www.path-marketing.com) and [www.path-merchandise.com](http://www.path-merchandise.com). We are Path Marketing Limited, a company registered in England and Wales under company number 09236023 and with our registered office at Yeovil Innovation Centre Copse Rd Yeovil, England, BA22 8RN. Our primary business address is at Suite 28 Yeovil Innovation Centre, Yeovil, England, BA22 8RN (**our Head Office**) and our VAT number is 196304005.

### **1.2 Contacting us:**

1.2.1 In these Terms a reference to “writing” includes email.

1.2.2 If you need to contact us for any reason, then you can use the following contact details. You can email us at [info@path-marketing.com](mailto:info@path-marketing.com) or by telephone on 01935 253710. If you are emailing us, please include your invoice number to help us to identify it.

1.2.3 If you are a consumer and wish to cancel your order, please see clause 13.

1.2.4 If we need to contact you for any reason, we will use the email or postal address or telephone number you provide to us in your order.

### **2. Our Products and Services**

The images of the Products and Services on our site are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Product or Service. Your Product or Service may vary slightly from those images.

Our team can supply colour pantone colour references at any time, to allow you to reference the colour.

### **3. Use of Our Site and Your Personal Information**

- 3.1 Your use of our site is governed by our Website Terms of Use. Please take the time to read these, as they include important terms which apply to you.
- 3.2 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

### **4. Contracting with Businesses**

**This clause 4 only applies if you are a business customer.**

- 4.1 If you are not a consumer, you confirm that you have authority (Authorised Signatory status) to bind the business on whose behalf you purchase Product(s) and Service(s).
- 4.2 Your order together with our Order Acceptance, these Terms, our Privacy Policy and Website Terms of Use constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 4.3 You acknowledge that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, our Privacy Policy or Website Terms of Use.
- 4.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### **5. How the Contract Is Formed Between You and Us**

**Ordering via our website:**

- 5.1 Our order pages on our website will guide you through the steps you need to take to place an order with us. Our order process allows you to check and correct any errors before placing your order. Please take the time to read and check your order at each stage of the order process and check the amounts you must pay to us when you place your order.

### **Ordering Directly with us (NOT via our website):**

- 5.2 Ordering by telephone, email or in person, a member of our team will guide you through the steps you need to take to place an order with us. Our order process allows you to check and correct any errors before placing your order. Please take the time to read and check your order at each stage of the order process and check the amounts you must pay to us when you place your order.
- 5.3 After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.4.
- 5.4 If we accept your order, we will send you an email stating this (**Order Acceptance**). The Contract between us will only be formed when we send you the Order Acceptance. You must pay your deposit, if requested, before we can send the Order Acceptance. In the unlikely event that we do not accept your order, we will return any deposit paid immediately.

### **Manufacturing to order**

- 5.5 After you have received the Order Acceptance any changes you request your deposit, if paid, will become non-refundable and any changes may be subject to additional charges. This will be notified to you at the point of requesting the change(s). If you are a consumer, then this clause does not affect your rights to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**CCRs**) and obtain a refund (see clauses 12 and 13).

### **Ordering from existing stock**

- 5.6 If the Product or Service you order is available from stock, we will let you know in the Order Acceptance, at which point (if you are a business customer) your deposit, if requested, will become non-refundable. If you are a consumer, then this clause does not affect your rights to cancel the Contract under the CCRs and obtain a refund (see clauses 12 and 13).
- 5.7 We calculate the deposit according to our estimate of the costs, for example remarketing and reselling, that we will incur as a result of your cancellation.
- 5.8 If we are unable to supply you with a Product or Service, for example because that Product or Service is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred

to in clause 7.4, we will inform you of this by email and we will not process your order. We will refund you the full amount which you have paid to us (including the deposit) as soon as possible.

## **6. Our Right to Vary These Terms**

- 6.1 We may amend these Terms from time to time, but changes will not affect any order you have already placed. Please look at the top of this page to see when these Terms were last updated.
- 6.2 We recommend that, at the time you place your order, you print a copy of these Terms for your records.

## **7. Price of Your Product or Service**

- 7.1 The prices for the Products and Services will be as quoted on our site or quotation sent at the time you submit your order. We take all reasonable care to ensure that the prices of the Products and Services are correct at the time when the relevant information was entered. However, please see clause 7.4 for what happens if we discover an error in the price of the Product(s) or Service(s) you ordered.
- 7.2 Prices for our Products and Services may change from time to time, but changes will not affect any order you have already placed.
- 7.3 The price of a Product(s) and Service(s) includes:
- 7.3.1 any discount, delivery, artwork design charges that may apply in respect of any product or service is applied to your order and will be detailed on your order and/or quotation; and
  - 7.3.2 VAT (where applicable) at the rate chargeable in the United Kingdom at the time of your order. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Product or Service in full before the change in VAT takes effect.
- 7.4 It is always possible that, despite taking reasonable care, a Product or Service on our site may be incorrectly priced. We will normally check prices as part of our order acceptance procedures so that, if the Product's and Service's correct price is:
- 7.4.1 less than the price stated on our site, we will charge you the lower amount for the Product or Service; and

7.4.2 higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product or Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly 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 cancel the supply of the Product(s) or Service(s) and refund to you any sums you have paid.

## **8. Your Deposit and How to Pay**

8.1 We may require you to pay the deposit, depending on the Product or Service, as indicated in your order at the time you place your order.

8.2 You can pay the deposit for the Product or Service by bank transfer before we will process your order

8.3 If you have not paid for the Product or Service in full when we notify you that your Product or Service is available for delivery or collection (as applicable), we will request that, within seven days of such notification, you pay to us any outstanding amount for your Product(s) or Service(s). You must pay for your Product(s) or Service(s) in full before we will deliver the Products(s) or Service(s). Business Consumers must complete full payment of the Product(s) or Service(s) within 30 days of the date of the invoice.

8.4 Business Consumers who do not pay their invoices within 30 days of the date of the invoice, will be subject to a daily interest charge of 5% over and above Barclays Bank Base Rate from the date the invoice was due for payment. This will be added to the invoice on a weekly basis and sent to you.

8.5 Business Consumers who have not settled their invoice within 60 days of the date of the invoice will be subject to legal recovery proceedings by a third-party recovery agency and will be liable for all associated costs in addition to the daily interest charge.

## **9. Delivery**

- 9.1 As part of the order process, both online and not, and before you place an order, you will be advised of the estimated number of days/weeks for delivery. Estimated delivery dates are not guaranteed. Also, occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 18 for our responsibilities when this happens.
- 9.2 Your order will be delivered by one of two methods of delivery. This will depend on the size of the Product(s) and also the delivery address location. You will be advised of the delivery costs in your quotation and also your order confirmation. These methods are:
- 9.2.1 Postal mail; or
- 9.2.2 Courier Service.
- 9.3 We will let you know when your ordered Product(s) or Service(s) are available, and we will confirm a date for delivery, as applicable. However, if you are a consumer, we will only deliver your Product(s) or Service(s) if we have received your payment in full.
- 9.4 The Product(s) or Service(s) remains at our risk until delivered and signed for by you or your representative at the address you stated on your order.
- 9.5 If you do not take delivery of the Product(s) or Service(s) at your order stated address on the date we have arranged with you, we may charge you for redelivery.
- 9.6 Title of the Product(s) or Service(s) will only pass from us to you only when we have received cleared payment in full.

## **10. International Delivery**

We do deliver to addresses outside Great Britain and this will be subject to additional charges. These will be detailed on your quotation and order confirmation.

## **11. Our Rights to End the Contract**

- 11.1 We may end the Contract at any time by writing to you if you do not:
- 11.1.1 make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due; or
- 11.1.2 within a reasonable time, allow us to deliver the Product(s) or Services(s).

## 11.2 **You must compensate us if you breach the Contract**

If we end the Contract in one of the situations set out in clause 11.1:

- 11.2.1 if you are a consumer we will refund any money you have paid in advance for your Product(s) or Service(s), but we may charge you reasonable compensation for the costs we will incur as a result of your breaching the Contract (including, but not limited to, storage, insurance, remarketing and reselling of the Product(s) or Service(s), and where the Product(s) or Service(s) have been uniquely branded or configured specifically to you/your organisation and therefore, can not be re-marketed or re-sold, the full amount of the Product(s) or Services(s) because of this), and we will deduct this compensation from the amount to be refunded; and
- 11.2.2 if you are a business customer we will refund any money you have paid in advance for your Product(s) or Service(s), except for your deposit, and we may charge you reasonable compensation for the costs we will incur as a result of your breaching the Contract (including, but not limited to, storage, insurance, remarketing and reselling of the Product(s) or Service(s), and where the Product(s) or Service(s) have been uniquely branded or configured specifically to you/your organisation and therefore, cannot be re-marketed or re-sold, the full amount of the Product(s) or Services(s) because of this), where the amount of such costs exceeds your deposit.
- 11.3 If you are a business customer, then in addition to our rights in clauses 11.1 and 11.2, then we may end the Contract at any time by writing to you if you: (a) pass or seek to pass a resolution to wind up your business; (b) go into liquidation; (c) have an administration order made in respect of your business; (d) have an encumbrancer take possession of or sell any part of your business' assets; (e) have a receiver appointed over all or part of your undertaking; (f) make an arrangement with your creditors; (g) cease to carry on your business or a substantial part of it; or (h) are unable to pay your debts when due.

## 12. **Your Rights to End the Contract**

### 12.1 **Situations where you may end your Contract with us**

Your rights when you end the Contract will depend on whether there is anything wrong with your Product(s) and Service(s) when you decide to end the Contract:



- 12.1.1 if you are a consumer and your Product(s) is faulty or mis-described you may have a legal right to end the Contract (or to get the Product(s) or Service(s) replaced or to get some or all of your money back), see clause 14;
- 12.1.2 if you want to end the Contract because of something we have done or have told you we are going to do, see clause 12.2; and
- 12.1.3 if you are a consumer and have just changed your mind about the Product(s) or Service(s), see clause 12.3. You will be able to get a refund if you are within the 14-day cooling-off period, but any refund is likely to be subject to deductions and you will have to pay the costs of returning the Product(s) or Service(s) in their original packaging.

Clause 13 describes how you can end the Contract.

## 12.2 **Ending the Contract because of something we have done or have told you we are going to do**

**This clause 12.2 applies whether you are a consumer or a business customer.**

If you are ending a Contract for a reason set out at in clauses 12.2.1 to 12.2.4 below, the Contract will end immediately and we will refund your payments in full for any Product(s) or Service(s) which has not been provided (including your deposit) and you may also be entitled to compensation. The reasons are:

- 12.2.1 we have told you about an error in the price or description of the Product(s) or Service(s) you have ordered, and you do not wish to proceed;
- 12.2.2 we notify you that supply of the Product(s) or Service(s) will be significantly delayed because of Events Outside Our Control and the delay continues for more than 120 days (see clause 18 for our responsibilities when this happens);
- 12.2.3 we have suspended supply of the Product(s) or Service(s) for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 120 days; or
- 12.2.4 you have a legal right to end the Contract because we have failed to meet our obligations under the Contract, for example we fail to deliver the Product(s) or Service(s).

## 12.3 **Exercising your right to change your mind under the CCRs**

**This clause 12.3 only applies if you are a consumer NOT a business customer.**

For most products bought online, you have a legal right under the CCRs to change your mind within 14 days of receiving the product, and to receive a refund. These rights, specifically relating to your order under these Terms, are explained in more detail in this clause 12.3 and clause 13.

12.3.1 If you order one Product or Service, or more than one Product or Service and they are delivered together, you have 14 days after: (a) the day you (or your representative) receive the Product(s); to tell us that you have decided to cancel your order.

12.3.2 If you order more than one Product and they are split into more than one delivery on different days, you have 14 days after: (a) the day you (or your representative) receive the last delivery; to tell us that you have decided to cancel your order.

12.3.3 If you decide to cancel your Order, all ancillary contracts provided by us or by a third party on the basis of an arrangement with us will terminate automatically at no cost to you.

### **13. How to End the Contract with Us (Including If You Have Changed Your Mind)**

13.1 If you wish to exercise your legal right to end the Contract with us, please let us know:

13.1.1 By email or by phone speaking to one of our team. Call 01935 253710 or email us at [info@path-marketing.com](mailto:info@path-marketing.com). Please provide your name, address, details of the order including the order number and your phone number and email address; or

13.1.2 if you are a consumer and have changed your mind within 14 days (as described in clause 12.3), you may contact us by email or by phone speaking to one of our team. Call 01935 253710 or email us at [info@path-marketing.com](mailto:info@path-marketing.com). Please provide your name, address, details of the order including the order number and your phone number and email address.

### **13.2 Returning the Product(s) or Service(s)**

If you end the Contract for any reason after the Product(s) or Service(s) have been delivered to you, you must return the Product(s) or Service(s) to us in the original packaging. If you are a consumer and you cancel because you have changed your

mind (clause 12.3), you must return the Product(s) or Service(s) to us within 14 days of cancelling your order.

### **13.3 When we will pay the costs of return**

We will pay the costs of return if you are ending the Contract under clause 12.2.4.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

### **13.4 How we will refund you**

If you end the Contract for a reason set out in clause 12.2 or 12.3, we will refund you the price you paid for the Product(s) or Service(s), but if you exercise your right to change your mind under clause 12.3, we may make deductions from the price, as described in clause 13.5 below. For refunds where the Product(s) or Service(s) is faulty or mis-described, please see clause 14 below and the summary of key legal rights at the beginning of these Terms. We will refund the money to your nominated bank account by standard bank transfer.

### **13.5 Deductions from your refund if you exercise your right to change your mind**

If you are a consumer and you are exercising your right to cancel within 14 days, we will reduce your refund of the price for any special-order items that are uniquely branded to you/your organisation, therefore cannot be re-sold. You acknowledge that this is fair and reasonable to do so. The reduction in value is typically about 50% and 75% depending on the Product(s) or Service(s), but we will inform you of the amount of your refund within seven days of us receiving your notification of cancellation.

### **13.6 When you will receive your refund**

We will make any refunds due to you as soon as possible. If you are a consumer and are exercising your right to change your mind, then your refund will be made within 14 days from the day on which we receive the Product(s) or Service(s) back from you. For refunds where the Product(s) or Service(s) is faulty or mis-described, please see clause 14 below and the summary of key legal rights at the beginning of these Terms.

## **14. If There Is A Problem with The Product(s) or Service(s): you may have the right to a repair, replacement, reduction or refund**

### **14.1 How to tell us about problems**

If you have any questions or complaints about your Product(s) or Service(s), please contact us. You can telephone our customer service team at 01935 253710 or send

email to us at [info@path-marketing.com](mailto:info@path-marketing.com). If you are a consumer, a summary of your legal rights is set out at the beginning of these Terms.

#### **14.2 Your obligation to return the Product(s) or Service(s) when there is a problem**

**This clause 14.2 only applies if you are a consumer.**

If you have a legal right to reject your Product(s) or Service(s), and wish to do so, you must return the Product(s) or Service(s) to us at our Head Office. We will pay your reasonable costs of returning the Product(s) or Service(s).

#### **15. Our Warranty for The Product(s) or Service(s)**

15.1 All our products have a warranty period of 90 days from the date of receipt. Please contact us on 01935 253710 with any warranty questions or queries. A warranty claim must be submitted in writing, which must be received before the 30<sup>th</sup> consecutive day from the date of receipt. Normal wear and tear or mis-use breakages will not be covered under the warranty.

15.2 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to a Product that does not comply with the Implied Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

#### **16. Our Liability If You Are A Business**

**This clause 16 only applies if you are a business customer.**

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

16.1.1 death or personal injury caused by our negligence;

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

16.1.4 defective products under the Consumer Protection Act 1987.

16.2 Subject to clause 16.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

16.2.1 any loss of profits, sales, business, or revenue;

- 16.2.2 loss or corruption of data, information or software;
  - 16.2.3 loss of business opportunity;
  - 16.2.4 loss of anticipated savings;
  - 16.2.5 loss of goodwill; or
  - 16.2.6 any indirect or consequential loss.
- 16.3 Subject to clause 16.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Product or Service.
- 16.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Product or Service. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Product or Service is suitable for your purposes.

## 17. **Our Liability If You Are A Consumer**

**This clause 17 only applies if you are a consumer.**

- 17.1 If we fail to comply with our Contract with you, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- 17.2 We only supply the Product or Service for your use. You agree not to use the Product or Service for resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.3 We do not in any way exclude or limit our liability for:
- 17.3.1 death or personal injury caused by our negligence;
  - 17.3.2 fraud or fraudulent misrepresentation;
  - 17.3.3 any breach of the terms implied by section 17 of the Consumer Rights Act 2015 (title and quiet possession);

17.3.4 any breach of the terms implied by section 9 to 14 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose, samples and models); or

17.3.5 defective products under the Consumer Protection Act 1987.

## **18. Events Outside Our Control**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

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

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

18.3.1 we will contact you as soon as reasonably possible to notify you; and

18.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of the Product or Service to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

18.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 120 days. To cancel the Contract please contact us in writing. If you opt to cancel, we will refund the price you have paid.

## **19. Other Important Terms**

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Contract. We will always notify you by posting on our site if this happens.

- 19.2 You may not transfer your rights or your obligations under the Contract to another person or organisation, unless we agree in writing
- 19.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## **20. Complaints and Disputes**

**Clauses 20.1 and 20.2 only apply if you are a consumer.**

- 20.1 These Terms are governed by English law. This means your Contract for the purchase of the Product(s) or Service(s) through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Scotland, you may also bring proceedings in Scotland.

### **20.2 Alternative dispute resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

**Clauses 20.3 and 20.4 only apply if you are a business customer.**

- 20.3 A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 20.4 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).