
TERMS OF SALE

BACKGROUND:

These Terms of Sale set out the terms under which Goods are sold by Us to business customers and consumers through our website, www.thecuriousdragons.co.uk ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only. Please contact us at info@thecuriousdragons.co.uk should you have any queries regarding these Terms of Sale.

1. Definitions and Interpretation

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

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 7;
"Goods"	means the goods sold by Us through Our Site;
"Order"	means your order for Goods;
"Order Confirmation"	means Our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order; and
"We/Us/Our"	means The Curious Dragons Ltd, a company registered in England under 10069546, whose registered address is 40 Pleasant Street, West Bromwich, West Midlands, United Kingdom, B70 7DP.

2. Information About Our Site

- 2.1 Our Site is owned and operated by us;
- 2.2 Access to Our Site is free of charge.
- 2.3 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 2.4 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 2.5 Please also be advised that Our site is also subject to our Privacy Policy which can be found at <https://www.thecuriousdragons.co.uk/privacy-policy/>.
- 2.6 **Business Customers please note** these Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Goods from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us

that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

3. **International Customers**

Please note that Clause 18 remains applicable regardless of the Purchaser's address.

4. **Goods, Pricing and Availability**

4.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:

4.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in device displays and lighting conditions;

4.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary;

4.2 Please note that sub-Clause 4.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 8 or Clause 10 if you receive incorrect Goods (i.e. Goods that are not as described).

4.3 Where you are asked to select features regarding the Goods you are purchasing, we will not be liable for any error made by you in selecting specific details of Goods.

4.4 We cannot guarantee that Goods will always be available. Stock indications are provided on Our Site however such indications may not always be accurate. Where goods are not immediately available, we will contact you within 3 working days after your Order has been placed, to advise of the expected delivery date.

4.5 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.

4.6 In some cases it may be necessary to make more significant changes to Goods. If any such changes are made and will affect your Order, We will notify you in writing before the changes take effect and you will be given an opportunity to cancel your Order (or the affected part thereof), and We will issue a refund for any Goods paid for but not received.

4.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.

4.8 All prices are checked by Us before We accept your Order. In the unlikely

event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, We will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 5 working days, We will treat your Order as cancelled and notify you of this in writing.

- 4.9 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 4.10 Prices on Our Site are shown inclusive of VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 4.11 Delivery charges are not included in the price of Goods displayed on Our Site. Delivery options and related charges will be presented to you as part of the order process.

5. Orders – How Contracts Are Formed

- 5.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it as we will not be liable for any errors made by you during the Order process.
- 5.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 5.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 5.4 Order Confirmations shall contain the following information:
 - 5.4.1 Your Order Number;
 - 5.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 5.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
 - 5.4.4 Estimated delivery date.
- 5.5 We will also include a paper copy of the Order Confirmation with your Goods.
- 5.6 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to

you as soon as possible and in any event within 14 working days.

- 5.7 Any refunds due under this Clause 5 will be made using the same payment method that you used when ordering the Goods.

6. Payment

- 6.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until We dispatch your Goods.
- 6.2 **Business customers please note** payment must be made in full for your Order, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 6.3 We accept the following methods of payment on Our Site:
- 6.3.1 Card payment via Visa, MasterCard and American Express;
- 6.4 **Business customers please note** we accept the following methods of payment:
- 6.4.1 Cash payment
- 6.4.2 Faster payments

7. Delivery, Risk and Ownership

- 7.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 13).
- 7.2 Please note, deliveries are made by a third party delivery service.
- 7.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 10.1), if any of the following apply you may treat the Contract as being at an end immediately:
- 7.3.1 We have refused to deliver your Goods; or
- 7.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
- 7.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 7.4 If you do not wish to cancel under sub-Clause 7.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 7.5 You may cancel all or part of your Order under sub-Clauses 7.3 or 7.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 5 working days. Please note that if any cancelled Goods are delivered to you, you must return them to Us. In either case, We will not bear the cost of returning cancelled Goods.
- 7.6 Delivery shall be deemed complete once We have delivered the Goods to the address you have provided.

- 7.7 Ownership of the Goods passes to you once We have received payment in full of all sums due (including any applicable delivery charges).
- 7.8 **Business customers please note** responsibility for the Goods will pass to you when delivery is complete, as defined in sub-Clause 7.6.
- 7.9 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Goods.

Important! These Clauses 8-9 apply to Business Customers Only

8. Faulty, Damaged or Incorrect Goods

- 8.1 We warrant that the Goods, on delivery, shall be as described; be free from material defects in design, material, and workmanship; be of satisfactory quality (as defined in the Sale of Goods Act 1979); and be fit for any purpose described by Us.
- 8.2 If any Goods you have purchased do not comply, subject to sub-Clause 8.3 and your compliance with sub-Clauses 8.2.1 to 8.2.3, We shall, at Our option, repair the affected Goods, replace them, or issue you with a full refund for the price of the affected Goods. The following conditions shall apply:
 - 8.2.1 You must give Us written notice of the non-compliance within a reasonable time of discovering it;
 - 8.2.2 You must return the Goods in question to Us at Our expense; and
 - 8.2.3 You must give Us a reasonable opportunity to examine the Goods in question.
- 8.3 We will not be liable for any non-compliance with the provisions of sub-Clause 8.1 of any Goods if any of the following apply:
 - 8.3.1 You have made any further use of the affected Goods after giving Us written notice of the non-compliance under sub-Clause 8.2.1;
 - 8.3.2 The non-compliance has arisen as a result of your failure to follow Our instructions on the correct usage or storage of the affected Goods,
 - 8.3.3 The non-compliance has arisen as a direct result of any information (incorrect or otherwise) provided by you to Us;
 - 8.3.4 You have made any unauthorised alterations or repairs to the affected Goods; or
- 8.4 Except as provided in this Clause 8, We shall have no further liability to you with respect to Goods which do not comply with sub-Clause 8.1.
- 8.5 To return Goods to Us for any reason under this Clause 8, please contact Us at info@thecuriousdragons.co.uk. We will be responsible for the cost of returning Goods under this Clause 8, which will be reimbursed to you upon proof of delivery. However, please note that we will only reimburse the cost of the cheapest delivery option available.
- 8.6 Refunds (whether full or partial) under this Clause 8 will be issued within 14 days of the day on which We agree that you are entitled to the refund.
- 8.7 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.8 Refunds under this Clause 8 will be made using the same payment method

that you used when ordering the Goods.

9. **Our Liability**

- 9.1 We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 9.2 Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Goods under the contract in question.
- 9.3 Except to the extent expressly set out in sub-Clause 10.1, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 9.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; for 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; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be excluded or restricted by law.

Important! These Clauses 10- 12 apply to Consumers Only

10. **Faulty, Damaged or Incorrect Goods**

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact Us at info@thecuriousdragons.co.uk as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:
 - 10.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 14 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 10.1.2 If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- 10.2 Please note that you will not be eligible to claim under this Clause 10 if We informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that

is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 10 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling-off period within which you can return Goods for this reason. Please refer to Clause 11 for more details.

- 10.3 To return Goods to Us for any reason under this Clause 10, please contact Us at info@thecuriousdragons.co.uk. We will be responsible for the cost of returning Goods under this Clause 10, which will be reimbursed to you upon proof of delivery. However, please note that we will only reimburse the cost of the cheapest delivery option available.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 working days of the day on which We agree that you are entitled to the refund.
- 10.5 Any and all refunds issued under this Clause 10 will include only the cheapest delivery cost of sending Goods to you which was available when the Goods were originally sent to you. This will usually be the cost of delivering goods by Royal Mail with 2nd Class postage, but may vary.
- 10.6 Refunds under this Clause 10 will be made using the same payment method that you used when ordering the Goods.
- 10.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. **Cancelling and Returning Goods if You Change Your Mind**

- 11.1 If you are a consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. You may cancel Goods within 14 days after receipt of the Goods.
- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling-off period. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site <https://www.thecuriousdragons.co.uk/cancellation-form/> and will include it with the Order Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 11.2.1 Telephone: 0775 775 0654;
 - 11.2.2 Email: info@thecuriousdragons.co.uk
 - 11.2.3 Post: The Curious Dragons, Pleasant Street, West Bromwich, B70 7DP;In each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.4 Please ensure that you return Goods to Us no more than 14 calendar days

after the day on which you have informed Us that you wish to cancel under this Clause 11.

- 11.5 You may return Goods to Us by post or another suitable delivery service of your choice to Our returns address at The Curious Dragons, Pleasant Street, West Bromwich, B70 7DP. Please contact Us at info@thecuriousdragons.co.uk to arrange for a collection and return. **Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 11.** The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 11.6 Refunds under this Clause 11 will be issued to you within 14 days of the following:
- 11.6.1 The day on which We receive the Goods back; or
- 11.6.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back; or
- 11.6.3 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 11.7 Refunds under this Clause 11 may be subject to deductions in the following circumstances:
- 11.7.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- 11.8 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods.

12. **Our Liability to Consumers**

- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13. **Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 13.2.5 If the event outside of Our control continues for more than one month We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 7 working days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods;
- 13.2.6 If an event outside of Our control occurs and continues for more than one month and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site <https://www.thecuriousdragons.co.uk/cancellation-form/>. If you would prefer to contact Us directly to cancel, please use the following details:
- Telephone: 0775 775 0654;
- Email: info@thecuriousdragons.co.uk;
- Post: The Curious Dragons, Pleasant Street, West Bromwich, B70 7DP;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering the Goods.

14. **Communication and Contact Details**

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0775 775 0654, by email at info@thecuriousdragons.co.uk, or by post at The Curious Dragons, Pleasant

Street, West Bromwich, B70 7DP.

- 14.2 For matters relating to the Goods, your Order or Cancellations, please contact Us by telephone at 0775 775 0654, by email at info@thecuriousdragons.co.uk, or by post at The Curious Dragons, Pleasant Street, West Bromwich, B70 7DP or refer to the relevant Clauses above.

15. **Complaints and Feedback**

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available upon request from info@thecuriousdragons.co.uk
- 15.3 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:
- 15.3.1 In writing, addressed to The Curious Dragons, Pleasant Street, West Bromwich, B70 7DP
- 15.3.2 By email, addressed to info@thecuriousdragons.co.uk.

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

- 16.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 16.2 We may use your personal information to:
- 16.2.1 Provide Our Goods and services to you;
- 16.2.2 Process your Order (including payment) for the Goods; and
- 16.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 16.3 We will not pass on your personal information to any third parties without first obtaining your express permission. **However, please note that we use the below third party data processors (we remain the controller of data obtained throughout):**
- 16.3.1 WooCommerce – used to process order information;
- 16.3.2 Stripe – used to process payments;
- 16.3.3 MailChimp – used to distribute email marketing and/or newsletters.

17. **Other Important Terms**

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party

who will remain bound by them.

- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and We will arrange for a full refund (including delivery charges) which will be paid within 7 working days of your cancellation and will be made using the same payment method that you used when ordering the Goods.

18. **Law and Jurisdiction**

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 If you are a consumer, any disputes concerning these Terms of sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.
- 18.3 If you are a business, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.