

- 1** **These terms**
- 1.1 **What these terms cover.** These are the terms and conditions on which we conduct our business with you and/or supply Products to you, whether these are goods, services, or digital content (“Products”).
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us or enter into any relationship with us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying Products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **Our Products are for business customers only.** By proceeding with any order or relationship with us you confirm you are a business customer.

2 **Information about us and how to contact us**

- 2.1 Who we are. We are Kee Business Services Ltd, a company registered in England and Wales, with it’s registered office at Kee Business Services Ltd - 82 King Street, Manchester M2 4QW.

These are our brands.

- (a) **KEE MOBILE**
- (c) **KEE UTILITY**
- (c) **KEE PAYMENTS**
- (e) **KEE COMMUNICATIONS**
- (f) **KEE FINANCE**

The Kee Business Services Ltd. entity contracting with you will be displayed on your Order Confirmation.

- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01618201000 or by writing to us at Kee Business Services Ltd - 82 King Street, Manchester M2 4QW. or emailing support@businessservices.com
- 2.3 **How we may contact you.** 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.

3 Our Contract With You

- 3.1 **How we will accept your order.** Our acceptance of your order takes place when we send an email to you to accept it (Order Confirmation), at which point and on which date (Commencement Date) the contract between you and us will come into existence. The contract will relate only to those Products confirmed in the Order Confirmation.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **We only sell to the UK.** Our business is solely for the promotion of our Products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4 Our Products, Services and Digital Content

Descriptions and illustrations. Any descriptions or illustrations on our marketing material are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the contract or have any contractual force.

Third-party Products or services supplied by us. If we make any third-party Products or services available to you, you agree to be bound by the third-parties' terms and conditions (copies of which are available on request).

Changes to specification. We reserve the right to amend the specification of Products if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Products and we will notify you in advance of any such amendment.

- 5 **Your rights to make changes.** If you wish to make a change to the Product 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 Product, 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.

6 Our rights to make changes

- 6.1 **Minor changes to the Products.** We may change the Product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat.
- 6.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.
- 6.3 **We may make changes to these terms.** We amend these terms from time to time. Every time you wish to use our business, please check these terms to ensure you understand the terms that apply at that time. These terms are effective from the date stated at the beginning.

7 Providing the Products

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on the Order Confirmation or otherwise notified to you.
- 7.2 **When we will provide the Products.** During the order process we will let you know when we will provide the Products to you. If the Products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract in accordance with these terms.
- 7.3 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform by such dates will not give you the right to terminate the contract.
- 7.4 **We are not responsible for delays outside our control.** If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 7.5 **If you are not available when the Product is delivered.** If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

- 7.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (if applicable to Product in your Purchase Order) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.
- 7.8 **When you become responsible for the goods.** A Product which are goods will be your responsibility from the time we deliver the Product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.9 **When you own goods.** You own a Product which is goods once we have received payment in full. Until payment is received in full you title and property in the Product shall remain vested in us or the appropriate third party and you shall be granted a licence to use the Product.
- 7.10 **When you rent a Product.** If you are renting a Product from us, you agree to keep the Product in full working condition and at the end of the term however so arising agree to return the Product to us in the condition required by this paragraph. We reserve the right to charge you the full replacement cost for any rented Products that are not returned to us or are otherwise returned to us not in full working condition. At all times you will be holding the rented Product on trust for the benefit of us.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Products to you, for example, previous suppliers or other third-parties. 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 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 Products 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.
- 7.12 **Switching.** Where you transfer any of your products or services from alternative service provider to our Products, you will be responsible for reaching any commercial agreement with the alternative service provider in respect of its charges including the payment of any associated transfer or termination charges.

8 Term and Renewal Period.

- 8.1 This agreement shall, unless otherwise terminated as provided in this clause 8 commence on the Commencement Date and shall continue for the initial terms set out in the Order Confirmation (**Subscription Term**) and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless either party notifies the other party of termination, in writing, at least 90 days before the end of the Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Subscription Term or Renewal Period or otherwise terminated in accordance with the provisions of these terms.
- 8.2 **The Renewal Period for mobile customers:** For mobile customers the Renewal Period will be on the basis of a monthly rolling sim only tariff.
- 8.3 **Out of Contract rolling rates:** If your contract is not renewed and you continue to use our Products beyond the Subscription Term (Out of Contract) then this agreement shall continue the same terms except:
- (a) the price you pay for your Products will be as notified to you by us from time to time (rolling rates); and
 - (b) to terminate this agreement Out of Contract, either party will give the other party at least 90 days' notice in writing to terminate the agreement.

9 How to end the contract with us

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Email.** Email us at support@keebusinessservices.com, Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) **By post.** Or simply write to us at Kee Business Services Ltd, Centenary House, 4th Floor, Centenary Way, Salford M50 1RF, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 **Returning Products after ending the contract.** If the contract is ended for any reason after Products have been dispatched to you or you have received them, and you have not paid for them in full, you must return them to us. You must, post them back to us at Kee Business Services Ltd, Centenary House, 4th Floor, Centenary Way, Salford M50 1RF or (if they are not suitable for posting) allow us to collect them from you. Please call customer services or email us to arrange collection.
- 9.3 **Failure to return Products.** If you are required to return Products to us and you fail to return within 7 days of the required return date (being within 7 days of the end of the contract or within 7 days of any other date specified to you in your Order Confirmation), we shall be entitled to charge you and you shall pay on demand a sum equal to the replacement value of the Products which should have been returned to us.

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection.

9.5 **You must compensate us if you break the contract.** If you end the contract before the final day of the Subscription Term or any subsequent Renewal Period, you agree to pay us on demand the greater of:

- (a) a sum equal to the sums you would have paid to us if we had finished providing the Products to you for full duration of the Subscription Term or subsequent Renewal Period; or
- (b) in respect of Products which are categorised by us as Telephony, VOIP or Connectivity, a sum equal to £100 per line ordered by you, and any third-party cancellation charges or penalties incurred by us resulting from your break of the contract.

Our rights to suspend the supply of Products to you.

10.1 **Reasons we may suspend the supply of Products to you.**

We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) if in our opinion you are likely to exceed our fair usage policy notified to you from time to time;
- (c) if you do not consent to such additional terms from third-party providers of the Products;
- (d) update the Product to reflect changes in relevant laws and regulatory requirements; or
- (e) make changes to the Product as requested by you or notified by us to you

10.2 **Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend the Product for longer than 30 days in any 6-month period, we will adjust the price you do not pay for Products to reflect the suspended period. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

10.3 **We may also suspend supply of the Products if you do not pay.** If you do not pay us for the Products when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 16.9).

Our rights to end the contract

11.1 **We may end the contract if you break it.** We may end the contract for a Product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 28 days of us reminding you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products;
- (c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services (if applicable to the Products);
- (e) fail to comply with any applicable fair use policy that we may issue from time to time; or
- (f) you suffer an Insolvency Event (as defined at clause 21.4).

11.2 **We may withdraw the Product.** We may write to you to let you know that we are going to stop providing the Product. We will let you know at least 60 days in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

11.3 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price as a credit on your next invoice.

12 If there is a problem with your product

How to tell us about problems. If you have any questions or complaints about the Product, please contact us.

13 Termination

13.1 **On termination of this agreement for any reason:**

- (a) all licences granted under these terms shall immediately terminate and shall immediately cease;
- (b) you shall return and make no further use of any goods, equipment or property belonging to us unless it has been paid for in full by you;
- (c) your charge period shall run until the last day of the month regardless of the day in the month that the agreement terminates (this does not prejudice the full amount of compensation due to us if you break the contract as detailed at clause 9.5); and
- (d) any rights, remedies, obligations or liabilities of that we have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14 Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these terms:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the terms 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 Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15 Your rights in respect of defective Products

- 15.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 15.2 We warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any Products which are goods shall:
- (a) conform in material respects with their description and any relevant specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by us.
- 15.3 Subject to clause 15.4, if:
- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a Product does not comply with the warranty set out in clause 15.215.1;
 - (b) we are given a reasonable opportunity of examining such Product; and
 - (c) you return such Product to us at your cost,
we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full
- 15.4 We will not be liable for a Product's failure to comply with the warranty in clause 15.1 if:
- (a) you make any further use of such Product after giving a notice in accordance with clause 15.3(a);
 - (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
 - (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
 - (d) you alter or repair the Product without our written consent; or
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 15.5 Except as provided in this clause 15, we shall have no liability to you in respect of a Product's failure to comply with the warranty set out in clause 15.1.
- 15.6 These terms shall apply to any repaired or replacement Products supplied by us under clause 15.3.

16 Price and payment

- 16.1 **Where to find the price for the Product.** We take reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 16.4 for what happens if we discover an error in the price of the Product you order.
- 16.2 **Prices for Products are based on UK usage only.** Please note if you use your Products outside of the UK you may be subject to additional charges.
- 16.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 16.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, and require the return of any goods provided to you.
- 16.5 **We accept payment via direct debit.** On the date of the Order Confirmation, you shall provide to us valid, up-to-date and complete bank details and you hereby authorise us to bill such bank details by direct debit for our charges on a monthly basis or on a period otherwise notified to you. We will send you an electronic invoice following payment. For any failed or cancelled payments, a £30 administration fee will be levied.
- 16.6 **We shall be entitled to increase the fees payable in under this agreement:**
- (a) at the start of each Renewal Period upon 30 days' prior notice to you;
 - (b) on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index; and/or
 - (c) if any third-party suppliers of goods or services to you increase their prices, in which case the price increase will be passed on to you.
- 16.7 **Our Charges are exclusive of VAT.** Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the charges.

- 16.8 **Our right of set-off.** You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 16.9 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 16.10 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 16.11 **We can charge you third-part termination or transfer fees.** If you decide to transfer your Products to an alternative provider, we reserve the right to charge you for any costs incurred by us in respect of the termination or the transfer.
- 16.12 **We can charge you third-part onboarding fees.** We reserve the right to charge you for any costs incurred by us in respect of onboarding you onto our Products.
- 16.13 **Charges for above fair usage.** We reserve the right to charge you for any costs incurred by us in respect of your usage of the Products which exceeds our fair usage policy or that of any third-party relating to your use of the Products.

Our responsibility for loss or damage suffered by you

- 17.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 17.2 Except to the extent expressly stated in clause 15.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 17.3 Subject to clause 17.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £2,500 and one hundred per cent (75%) of the total sums paid by you for Products under such contract.

18 Use of the Products:

- 18.1 **Authorised Users:** means those employees, agents and independent contractors of yours who are authorised by you to use the services, goods, and or Products.
- 18.2 You shall and procure that Authorised Users use the Products lawfully, in accordance with these term and fair usage, any applicable third-party terms and conditions, licences, manuals, guidance and any reasonable instructions issued by us or relevant third party manufacturer or supplier concerning the use of the Products.
- 18.3 You shall and procure that Authorised Users do not use the Products for:
- (a) any unlawful or improper purpose;
 - (b) in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use Products to send spam or unsolicited communications without the receiver's consent; or
 - (c) to send, store, communicate or knowingly receive content, which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance.
- 18.4 **Loss of Products.** You must inform us immediately if you become aware of the loss, theft or damage of any Products, and shall remain liable for all charges incurred by the use of any lost or stolen Products. Data on any lost or stolen Products is at the your risk.
- 18.5 **Access to the internet.** The Products may enable access to the internet, use of which is solely at your risk. We have no control over and are not responsible or liable in any way for any content offered by third parties on or through the Products. You agree that you retains responsibility for, and control of, content which you or Authorised Users send or passes via the Products.
- 18.6 **Data usage caps and similar.** You shall be responsible for all administrative rights of Authorised Users including but not limited to the setting or removal of data usage caps and similar. For the avoidance of doubt you will be responsible for all costs and fully indemnify us against all costs incurred if you or an Authorised Users removes a data usage cap and subsequently incurs data costs.
- 18.7 You shall be responsible for any Authorised User's breach of this clause 18.

19 Intellectual Property Rights.

All intellectual property rights in or arising out of or in connection with the Products will be owned by us.

20 How we may use your personal information

- 20.1 We will use any personal information you provide to us to:
- (a) provide the Products;
 - (b) process your payment for the Products; and
 - (c) inform you about similar Products or services that we provide, but you may stop receiving these at any time by contacting us.
- 20.2 We will process your personal information in accordance with our Privacy Policy (copy available on request), the terms of which are incorporated into these terms.

21 Other important terms

- 21.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 21.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 21.3 Variation. Any variation of these terms only has effect if it is in writing and signed by you and us.
- 21.4 Director Guarantee. The directors of your business and the person who signs this contract on behalf of you accepts personal responsibility for our fees and charges and all of your obligations under this contract, whether we ask for formal acknowledgement or not. We reserve the right to suspend your services and/or products if the person required to the guarantee objects to being the guarantor until a replacement guarantor is appointed by you.
- 21.5 **“Insolvency Event” means:**
- (a) you fail to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;
 - (b) you suspend, or threatens to suspend, payment of your debts or are unable to pay debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (c) you commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with your creditors;
 - (d) you apply to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;
 - (g) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) you suspend or ceases, or threatens to suspend or cease, carrying on all or a substantial part of your business; or
- (k) your financial position deteriorates so far as to reasonably justify in the opinion of us that your ability to give effect to the terms of this agreement is in jeopardy.

21.6 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except for our group companies.

21.7 **If a court finds part of this contract illegal, the rest will continue in force.** 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.

21.8 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

21.9 **Which laws apply to this contract and where you may bring legal.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

21.10 **This is our entire agreement with you.** These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.