



## TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Afford A Print Limited.

If you are a Consumer (i.e. making an order for personal or domestic use) please note that some clauses indicate and relate specifically to consumers. Nothing in these terms effect a consumer's legal rights.

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### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business Day"</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>"Business Customer"</b>	Any person acting for purposes relating to that person's trade, business craft or profession, whether acting personally or on the trader's behalf.
<b>"Calendar Day"</b>	means any day of the year;
<b>"Consumer"</b>	Any individual acting for purposes which are wholly or mainly outside that individuals trade, business craft or profession;
<b>"Customer(s)"</b>	Either a Business Customer or Consumer who use the services of Afford a Print;
<b>"Contract"</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>"Goods"</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>"Month"</b>	means a calendar month;
<b>"Price"</b>	means the price payable for the Goods;
<b>"Printing Data"</b>	Means the data or information supplied by you relating to the form or customisation or personalisation of the print products/Goods;



<b>“Proof”</b>	Means a digital preview of the print-ready data converted for the print-run, giving a colour-close simulation of the subsequent print result;
<b>“Special Price”</b>	means a special offer price payable for Goods which We may offer from time to time;
<b>“Order”</b>	means your order for the Goods as attached <b>OR</b> as detailed in our email correspondence to you;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means Afford A Print Limited, <b>also</b> trading as Xpand Christianity – Printing Evangelism

- 1.2. Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

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## 2. INFORMATION ABOUT US

- 2.1. Afford A Print Limited, registered in England and Wales under number 14706956, whose registered address is Suite A, 132 Winchester Road, Chandler's Ford, Eastleigh, England, SO53 2DS
- 2.2. Our VAT number is GB 436 9099 57.
- 2.3. We are registered with the UK Information Commissioner’s Office (ICO) under number ZA347526.

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## 3. THE CONTRACT

- 3.1. These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2. A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.3. Communication with you is conducted mainly by e-mail. You must therefore ensure that e-mails can be received. You must provide a valid e-mail address when or before any order is placed and must inform Us immediately of any change to your e-mail address. We are not responsible for your failure to receive communications from Us due to any change of settings to your e-mail software or your e-mail box that blocks the receipt of e-mails or results in e-mails not coming to your attention, e.g. because they have been consigned to a spam folder.
- 3.4. We shall be entitled to collect and pass information (including any personal information) to credit reference agencies for the purpose of verifying your creditworthiness and reporting any failure to pay sums due under the contract in accordance with the terms of the contract. Credit reference agencies may also keep a record of searches conducted against you. By agreeing to these terms, you consent to such credit checks.

#### 4. DESCRIPTION AND SPECIFICATION OF GOODS

- 4.1. We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process AND/OR differences in the colour reproduction of electronic displays.
- 4.2. The following tolerances will apply: approx. 1 mm for waste, approx. 1 mm for folding and approx. 1 mm for binding.
- 4.3. Minor colour variations may occur between sample and order and between orders.
- 4.4. From time to time We may switch our own suppliers. The resulting minor variations of the products shall not be regarded as defects.
- 4.5. If you receive any Goods that do not conform to the Contract, please refer to Clause 8.
- 4.6. We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

##### 4.7. **Printing Data**

- 4.7.1. We shall carry out all printing orders exclusively on the basis of the Printing Data. The Printing Data is to be provided in the formats and in accordance with the specifications set out in the order process. If different data formats or specifications are used, there is no guarantee of error-free printing. You shall ensure that you keep copies of the Printing Data you submit to us, as We delete Printing Data after completion of the print run unless otherwise agreed. We may keep any templates created in order to assist a later re-order.
- 4.7.2. You undertake not to send Us any content that is pornographic, extremist, racist, discriminatory, or content that is liable to corrupt the young, glorifies violence, defamatory, infringes third party rights or otherwise is a breach of the laws of the UK. If you breach this obligation, We shall be entitled to terminate the contract summarily without notice. The foregoing shall apply without prejudice to any other rights and remedies we may have.
- 4.7.3. You shall carefully check the Printing Data before sending it to Us, to ensure it is suitable for the printing order to be carried out, and that it meets the above requirements.
- 4.7.4. For Us to meet our schedule, you must provide timely, complete, and due performance of your obligations, including sending correct Printing Data, providing printing approval, and advance payment in full or, unless payment on invoice has been agreed by way of exception.

##### 4.8. **Checking of the printing data**

- 4.8.1. We shall be obliged to check the Printing Data only to the extent indicated in the information provided by Us in the order placement process ("data check"), and to that extent only, We shall notify you of any deficiencies we detects in the Printing Data. Unless you promptly following such notification either (a) provides amended correct Printing Data or (b) instructs Us to proceed to printing with the defective printing data, We may (but is not obliged to) make such minor changes to correct the deficiency as it considers necessary and then proceed with the printing.
- 4.8.2. We undertake no other checking of the printing data. You acknowledge that you bear the risk of any defects in the printed material due to errors in the printing data and We will have no liability in respect of the same.

4.8.3. We may, but will not be obliged to, check the contents of Printing Data to detect any infringement of the prohibition set out above.

#### 4.9. Conversion

4.9.1. We shall have no duty to convert Printing Data from any other format than the agreed formats. If the parties in any individual case nevertheless agree such conversion, the conversion shall be performed at your own risk. You acknowledge that conversions give rise to general risk of data being lost as a result of the conversion process or being presented differently from the original format.

4.9.2. We can convert print data not sent in CMYK mode, but such conversion will be at your risk. Conversion of RGB data or ICC colour profiles will naturally result in deviations in colour from the original and, again, liability for these deviations will lie solely with you.

#### 4.10. Proofs

4.10.1. You can opt for paper proofs to be created for an additional charge. The print image of a paper proof prepared in digital printing contains minor variations from the printed material to be produced in offset printing, because of the different printing technology. This applies even more to screen proofs, because of the screen display. We nevertheless strive to create proofs as close as possible to the original.

4.10.2. In order to avoid delayed delivery, you must confirm approval for printing as soon as the proof has been delivered, unless there are errors. In giving approval, you confirm the Printing Data in the form incorporated in the proof, subject to the agreed quality standard, tolerances, and colour variations.

4.10.3. If you reject the proof, it must send revised Printing Data to Us. In this case, the production schedule shall recommence from receipt of the revised data.

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## 5. ORDERS

5.1. All Orders for Goods made by you will be subject to these Terms and Conditions.

5.2. You may change your Order at any time before you give the go ahead to print the Goods by contacting Us.

5.3. If your Order is changed, We will inform you of any change to the Price in writing.

5.4. You may cancel your Order at any time before you give the go ahead to print the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 5 working days; less any costs already incurred in processing or printing your Goods or if you have not yet paid, you may be charged for any specific costs in processing your order (in particular in relation to customised orders).

5.5. We may cancel your Order at any time before We despatch the Goods in the following circumstances:

5.5.1. The Goods are no longer in stock, and We are unable to re-stock (if, for example, the Goods are discontinued); or

5.5.2. An event outside of Our control continues for more than 14 days (please see Clause 11 for events outside of Our control).



- 5.5.3. If We cancel your Order under this clause and you have already paid for the Goods, the payment will be refunded to you within 5 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.
- 5.6. You agree that compensation payable under this clause is fair and reasonable and represents a genuine pre-estimate of the costs that We will incur in the event of a cancellation or termination of an order.

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## 6. PRICE AND PAYMENT

- 6.1. The Price of the Goods will be that agreed in our Order Confirmation.
- 6.2. If We quote a Special Price, the Special Price will be valid for 30 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 6.3. Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.4. All Prices are subject to VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay.
- 6.5. Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due.
- 6.6. Any costs rising from subsequent changes to the Printing Data caused by you shall be additionally payable by you.
- 6.7. All payments for Goods must be made in advance before We can despatch the Goods to you unless otherwise agreed.
- 6.8. We accept the following methods of payment:
- 6.8.1. Electronic bank transfer;
  - 6.8.2. PayPal;
  - 6.8.3. Credit/Debit Cards;
  - 6.8.4. Cheque / Cash.
- 6.9. If you do not make payment to Us by the due date as shown in/on the Order Confirmation/invoice. We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of The Co-operative Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.10. The interest rate above will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

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## 7. DELIVERY

- 7.1. Please note that delivery is currently only possible within the United Kingdom.
- 7.2. When We provide you with an Order Confirmation, We will provide an estimated delivery date. This date is indicative only and does not signify a binding or guaranteed delivery date unless otherwise



agreed in writing. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.

- 7.3. If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours.

**7.4. Delivery and passage of risk**

7.4.1. If you are a Business Customer, the following provisions shall apply:

- a) Delivery will be completed, and the risk in the Goods shall pass to you when they have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods. If delivery is delayed for reasons for which you are responsible, risk shall pass to you from the date on which We have notified you that the Goods to be delivered are ready for dispatch.
- b) At your written request and expense, the consignment shall be insured against insurable losses by Us.
- c) If you fail to take delivery of the Goods, We shall not be obliged to store the Goods safely for you, unless the delay is caused by a Force Majeure Event or breach by Us of its obligations and We shall be entitled to destroy the delivery after checking that dispatch was properly effected, after notifying you, and after expiry of a reasonable time limit for collection, without affecting our claim for payment of the price for such Goods. Temporary storage shall be at your cost and risk.

7.4.2. IF YOU ARE A CONSUMER, THE RISK IN THE PRODUCTS SHALL PASS TO YOU ONLY WHEN THE ITEM IS DELIVERED TO THE DELIVERY ADDRESS SET OUT IN THE ORDER CONFIRMATION.

7.4.3. If in the case of either a Business Customer or Consumer it has been agreed that you collect the Goods from Us, We shall present the Goods for collection at the agreed address, and notify you that the Goods are ready for collection. You shall collect the Goods within one week from notification. If you delay collecting the consignment, We shall be entitled to set you a reasonable period of grace, and to send the Goods to you at your expense when this period has expired. When setting the period of grace, We shall notify you of the legal consequences of expiry of the period. This shall not prejudice any additional rights and remedies of Us, such as claims for reimbursement of storage costs.

7.4.4. We shall be entitled to make part deliveries only if the part delivery is of use to you given the intended purpose of the Goods. If you are a Consumer, We will bear all the additional shipping costs.

**7.5. Retention of title**

7.5.1. IF YOU ARE A CONSUMER, WE SHALL RETAIN TITLE TO THE PRODUCTS DELIVERED UNTIL THE CONTRACT PRICE OF THE PRODUCTS CONCERNED HAVE BEEN PAID IN FULL.

7.5.2. If You are a Business Customer, the following provisions shall apply in relation to the Goods, We will retain title to and ownership of the Goods until We have received in full the price of the Goods in cash or cleared funds.

**7.6. Ownership of print media, archiving, copyright**

- 7.6.1. We shall be exclusively entitled to the ownership, copyright and all other ancillary rights to the print media produced and used to produce the printed matter.
- 7.6.2. Proof prints and proof copies shall be destroyed after six months if no objection has been received by then. The printing data sent shall be destroyed after production of the printed material has been completed.
- 7.6.3. You shall ensure that it has all rights to use, disseminate and publish the transferred data, especially as regards text and graphic material.
- 7.6.4. You shall make good any loss to Us resulting from third-party claims for infringement of industrial property rights and other rights arising out of your specifications, text or images supplied. You shall indemnify Us for all liability, costs and expenses incurred by Us as a result of such claims (whether or not successful) by third parties.

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## **8. FAULTY, DAMAGED OR INCORRECT GOODS**

- 8.1. 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 Proofs, 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 Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage, or error, and to arrange for a refund, repair or replacement.
- 8.2. Beginning on the day that you receive the Goods (and ownership of them) you have a 10 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Goods, or if the 10 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.
- 8.3. To return Goods to Us for any reason under this Clause, you may do so in person during Our business hours or you may return them to Us by post or another suitable delivery choice.
- 8.4. Refunds (whether full or partial, including reductions in price) under this Clause will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.5. Any and all refunds issued under this Clause will include all delivery costs paid by you when the Goods were originally purchased.
- 8.6. For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## 9. CANCELLATION RIGHTS (CONSUMERS ONLY)

9.1. Please note this clause only applies for if you are a Consumer in relation to the purchase of non-customised products from Us. If you have ordered any Customised Products, the right to cancel does not apply to you.

### 9.2. Right to cancel

9.2.1. Your legal right to cancel an Order starts from the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your Order and which is the date on which the contract between us is formed), and the end date is the end of 14 calendar days after the day on which you receive the Goods. If you have ordered multiple goods or where the Goods are delivered by instalments, the end date is 14 days after the day on which you receive the last instalment of the Goods or the last of the separate Goods ordered. This 14 day period is known as your "Cooling-off" period. For example, if we provide you with an Order Confirmation on 1 July and you receive the order on 10 July, you may cancel the contract between us at any time between 1 July and the end of the day on 24 July.

9.2.2. You can use the cancellation notice form at the end of these terms and conditions to submit your request to cancel the Order ("Cancellation Request"). Alternatively, the Cancellation Request can be sent to us either in writing (e.g. by letter, fax or e-mail), or by returning the item to us (if the item has already been supplied to you). You do not need to provide us with any reason for the cancellation. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

### 9.3. Consequences of cancellation

9.3.1. We will:

- a. refund to you the full price you paid for the Goods or, where only part of the Order is cancelled, a refund in relation to those affected Goods only. We are permitted by law to reduce the refund to reflect any reduction in the value of the Goods if this has been caused by your handling them in a way which would not be permitted in a shop.
- b. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).
- c. make the refund 14 days after the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. We will refund you on the credit card or debit card used by you to pay.

9.4. Unless the Goods are faulty or not as described you will be responsible for the cost of returning the Goods to us.

9.5. In the event that you send us a Cancellation Request, you are to return the contents of the Order to us in full. Where only part of the Order is subject to a Cancellation Request, you are to return to us the relevant part.

9.6. You are required to take reasonable care of the Goods whilst they are in your possession.

9.7. Advice about your legal right is available from your local Citizens' Advice Bureau or Trading Standards office.



- 9.8. All Goods must be returned to Us under this Clause in their original condition, in their original, un-opened packaging where possible, accompanied by proof of purchase.

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## 10. OUR LIABILITY

10.1. Nothing in these Terms and Conditions 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.

10.2. If you are a Business Customer:

- a) We only supply the Goods for internal use by your business, and you agree not to use the Goods for any re-sale purposes unless otherwise agreed.
- b) nothing in these terms limit or exclude our liability for:
  - i. death or personal injury caused by our negligence;
  - ii. fraud or fraudulent misrepresentation;
  - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - iv. defective products under the Consumer Protection Act 1987.
- c) Subject to clause (b) above 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:
  - i. any loss of profits, sales, business, or revenue;
  - ii. loss or corruption of data, information, or software;
  - iii. loss of business opportunity;
  - iv. loss of anticipated savings;
  - v. loss of goodwill; or
  - vi. any indirect or consequential loss.
- d) Subject to clause (b) and (c) above, Our total liability to you in respect of all other direct 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 an amount equal to the price of the Goods.
- e) Except as expressly stated in these terms, We do not give any representation, warranties or undertakings in relation to the services (including the Goods). 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 any Goods are suitable for the your purposes.

10.3. IF YOU ARE A CONSUMER:

- a) if We fail to comply with these Terms, 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 they were an obvious consequence of our breach or if they were contemplated by you and Us at the time they entered into the Contract.

- b) We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c) We do not in any way exclude or limit its liability for:
  - i. death or personal injury caused by our negligence;
  - ii. fraud or fraudulent misrepresentation;
  - iii. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - iv. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - v. defective products under the Consumer Protection Act 1987.

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## 11. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- 11.1. 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.
- 11.2. If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 11.2.1. We will inform you as soon as is reasonably possible;
  - 11.2.2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 11.2.3. 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;
  - 11.2.4. If the event outside of Our control continues for more than 60 days, 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;
  - 11.2.5. If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under these terms.

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## 12. COMMUNICATION AND CONTACT DETAILS

- 12.1. If you wish to contact Us, you may do so by telephone at 02382 358 168 or by email at [support@affordaprint.co.uk](mailto:support@affordaprint.co.uk)

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## 13. COMPLAINTS AND FEEDBACK

- 13.1. 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.

13.2. If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.2.1. In writing, addressed to Suite A, 132 Winchester Road, Chandlers Ford, Hampshire, SO53 3EG;

13.2.2. By email, addressed to Nigel Williams at support@affordaprint.co.uk;

13.2.3. By contacting Us by telephone on 02382 358 168

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## 14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

14.1. We will only use your personal information as set out in Our Privacy Notice available from our website.

14.2. The parties may not make available to any third-party business or trade secrets or other confidential information arising from the business relationship or provided to the other party. This prohibition shall remain in force after termination of the contract.

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## 15. OTHER IMPORTANT TERMS

15.1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (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 and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

15.2. You may not transfer (assign) your [other] obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission. Please note, however, that you can transfer the benefit of the extended return period (guarantee) in Clause 9 without our consent.

15.3. 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 and Conditions (except the benefit of the extended return period (guarantee) in Clause 9).

15.4. If any of the provisions of these Terms and Conditions 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 and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

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## 16. GOVERNING LAW AND JURISDICTION

16.1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

16.2. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in the above clause takes away or reduces your rights as a consumer to rely on those provisions.

16.3. Subject to the term herein, all amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert



any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

16.4. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the contract.

16.5. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the contract without the prior written consent of Us.