
TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website, www.sonneteer.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.

Our Standard terms and Conditions for Sale of Goods are addendum to this document.

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 8;
"Goods"	means the goods sold by Us through Our Site;
["Goodwill Guarantee"	means the goodwill guarantee offered by FTM Marketing Ltd [, a limited company registered in England & Wales under 2892657, whose registered address is PO Box1545, Guildford GU1 9XW and whose main trading address is] OR [of] Unit 26, Enterprise Estate Guildford GU1 1RB UK, which exists to enhance the legal rights of Our customers in the United Kingdom to change their mind and return Goods to Us;]
"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 FTM Marketing Ltd [, a company registered in England under 2892657, whose address is PO Box 1545 Guildford GU1 9XW and whose main trading address is] OR [of] Unit 26, Enterprise Estate, Morrfield Road Guildford GU1 1RB.

2. Information About Us

2.1 Our Site, www.sonneteer.co.uk, is [owned and] operated by FTM Marketing Ltd [, a limited company registered in England under 2892657, whose address is PO Box 1545 Guildford GU1 9XW and whose main trading address is] **OR** [of] Unit 26, Enterprise Estate Moorfield Road Guildford GU1 1RB. [Our VAT number is GB652714636.]

3. **Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 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.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

- 4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.
- 4.2 [None of the Goods on Our Site may be purchased by anyone under 18 years of age.]

5. **Business Customers**

These Terms of Sale do not apply to customers purchasing Goods in the course of business. [If you are a business customer, please consult our Business Terms of Sale Contact us for these.]

6. **International Customers**

Please note that We only sell directly under these terms to customers in the United Kingdom and the EU. Please refer to our B2B (Business to Business) Terms available on request and our terms of sales, addendum to this document.

7. **Goods, Pricing and Availability**

- 7.1 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:
 - 7.1.1 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 computer displays and lighting conditions;
 - 7.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 7.2 Please note that sub-Clause 7.1 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 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 7.3 Where appropriate, you may be required to select the required [size,] [model,] [colour,] [number,] [including regional mains voltage requirements] of the

Goods that you are purchasing.

- 7.4 We cannot guarantee that Goods will always be available. Stock indications are provided on Our Site [, however such indications are just that as orders outside of the website may affect immediate stock..]
- 7.5 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.
- 7.6 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. [All pricing information is reviewed and updated every week.] Changes in price will not affect any order that you have already placed (please note sub-Clause 7.9 regarding VAT, however).
- 7.7 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 7 days, We will treat your Order as cancelled and notify you of this in writing.
- 7.8 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.
- 7.9 All prices on Our Site include 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.
- 7.10 Delivery charges are not included in the price of Goods displayed on Our Site. For more information on delivery charges, please refer to website. Delivery options and related charges will be presented to you as part of the order process.

8. **Orders – How Contracts Are Formed**

- 8.1 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.
- 8.2 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.

- 8.3 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 a Confirmation will there be a legally binding Contract between Us and you.
- 8.4 Order Confirmations shall contain the following information:
- 8.4.1 Your Order Number;
 - 8.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 8.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
 - 8.4.4 Estimated delivery date(s) [and time(s)];
- 8.5 [We will also include a paper copy of the Order Confirmation with your Goods unless otherwise advise. e.g. by email or by agent].
- 8.6 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 <<insert period>>.
- 8.7 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].

9. **Payment**

- 9.1 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.
- 9.2 Payment online methods are as indicated on the website.

10. **Delivery, Risk and Ownership**

- 10.1 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 14).
- 10.2 If We are unable to deliver the Goods on the delivery date, the following will apply:
- 10.2.1 If no one is available at your delivery address to receive the Goods and the Goods cannot be posted through your letterbox [or left in a safe place nominated by you], We will leave a delivery note explaining how to rearrange delivery or where to collect the Goods;
 - 10.2.2 If you do not collect the Goods or rearrange delivery within 7 days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, We will treat the Contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the

cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Goods.

- 10.3 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:
- 10.3.1 We have refused to deliver your Goods; or
 - 10.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 10.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 10.4 If you do not wish to cancel under sub-Clause 10.3 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.
- 10.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 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 14 days. Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.
- 10.6 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address [including, where relevant, any alternative address] you have provided.
- 10.7 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 10.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].

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

- 11.1 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 via our website or by telephone 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:
- 11.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 11.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Goods or

a 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 certain circumstances, where a 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. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

- 11.1.3 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.
- 11.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 11.1.5 Within a period of two years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 11.2 Please note that you will not be eligible to claim under this Clause 11 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 11 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 12 for more details.
- 11.3 To return Goods to Us for any reason under this Clause 11, **please contact us to agree and make arrangements.**
- 11.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 11.5 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].
- 11.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

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

- 12.1 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. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 12.2 [In addition, We offer a further Goodwill Guarantee which extends the legal cooling-off period within which you may change your mind, cancel, and return the Goods as detailed below.]
- 12.2.1 If the Goods are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods.
- 12.2.2 If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.
- 12.3 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling-off period [(as extended by Our Goodwill Guarantee)]. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site <<insert link>> and will include [a link to] 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:
- 12.3.1 Telephone: +44 1483566990;
- 12.3.2 Email: shop@sonneteer.co.uk;
- 12.3.3 Post: PO Box 163c Esher KT10 0YH UK;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 12.4 [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.]
- 12.5 [Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
- 12.5.1 [If the Goods consist of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software and you have unsealed the Goods after receiving them;]
- 12.5.2 [If the Goods have been personalised or custom-made for you;]
- 12.5.3 [If the goods have been tampered with in any way subject to our normal sales Terms and conditions. This is subject to our discretion on inspection of the goods.]
- 12.6 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 12.

- 12.7 [You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.]
- 12.8 You may return Goods to Us [in person during Our business hours at an agreed time or you may return them] by post or another suitable delivery service of your choice to Our returns address at Unit 26, Enterprise Estate Moorfield Road GU1 1RB UK. **Please contact us before sending.** [Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12. [We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you.]] **OR** [We will [not charge you for collection if you request that We collect the Goods from you, or will] reimburse you for reasonable postage or shipping costs [(up to the equivalent of <<insert method, UPS standard or equivalent>>)].] 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.
- 12.9 Refunds under this Clause 12 will be issued to you within 14 calendar days of the following:
- 12.9.1 The day on which We receive the Goods back; or
- 12.9.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 12.9.1); or
- 12.9.3 [If We are collecting the Goods under sub-Clause 12.7, the day on which you inform Us that you wish to cancel the Contract; or]
- 12.9.4 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.
- 12.10 Refunds under this Clause 12 may be subject to deductions in the following circumstances:
- 12.10.1 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.
- 12.10.2 [Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 12.] **OR** [If a refund is issued to you under this Clause 12, you will receive a full refund of any delivery charges (including, where relevant, premium delivery). We are required by law to reimburse standard delivery charges (or the equivalent) only. [Under Our Goodwill Guarantee We will also reimburse premium delivery charges.]]
- 12.11 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].

13. **Our Liability to Consumers**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

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

- 14.1 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.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 14.2.1 We will inform you as soon as is reasonably possible;
 - 14.2.2 We will take all reasonable steps to minimise the delay;
 - 14.2.3 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;
 - 14.2.4 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;
 - 14.2.5 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 and in any event within 14 days of the date on which the Contract is cancelled;
 - 14.2.6 If an event outside of Our control occurs [and continues for more than 30 days] and you wish to cancel the Contract as a result, you may do so in any way you wish.

Telephone: +44 1483 566990;

Email: via our website;

Post: PO Box 163c Esher KT10 0YH UK;

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 <<insert time period>> of the date on which the Contract is cancelled.

15. **Communication and Contact Details**

- 15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 1483 566990, by email at via our website customer support page, or by post at PO Box 163c Esher KT10 0YH.
- 15.2 For matters relating the Goods or your Order, please contact Us by telephone at +44 1483 566990, by email at via our customer support page on our website, or by post at PO Box 163c Esher KT10 0YH.
- 15.3 For matters relating to cancellations, please contact Us by telephone at +44 1483 566990, by email at via our customer support page on our website, by post at PO Box 163c Esher KT10 0YH, or refer to the relevant Clauses above.

16. **Complaints and Feedback**

- 16.1 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.
- 16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, as per Terms and Conditions of sale.
- 16.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 16.3.1 [In writing, addressed to Customer Support, PO Box 163c Esher, KT10 0YH UK, <<insert address>>];
 - 16.3.2 [By email, addressed to Customer Support at Via our customer support page on our website;]
 - 16.3.3 [By contacting Us by telephone on +44 1483 566990

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

- 17.1 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.
- 17.2 We may use your personal information to:
 - 17.2.1 Provide Our Goods and services to you;
 - 17.2.2 Process your Order (including payment) for the Goods; and

- 17.2.3 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.
- 17.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 17.4 We will not pass on your personal information to any third parties [without first obtaining your express permission].

18. Other Important Terms

- 18.1 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.
- 18.2 [You may transfer (assign) the benefit of Our Goodwill Guarantee in Clause 12 to any person to whom you transfer ownership of the Goods after you have completed purchasing the Goods from Us (for example, by selling the Goods to that person or giving them the Goods as a gift). [We may require that person to provide reasonable evidence that they are now the legal owner of the Goods in question, such as sales invoice or receipt.]]
- 18.3 You may not transfer (assign) your [other] obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission. We may not permit the assignment if modified pre-sale for example.
- 18.4 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. [This is subject to sub-Clause 18.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.]
- 18.5 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.
- 18.6 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.
- 18.7 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 60 days of your cancellation.

19. Law and Jurisdiction

- 19.1 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.
- 19.2 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.
- 19.3 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.

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods via telesales, email or other correspondence by FTM Marketing Ltd. Trading as Sonneteer a Private Limited Company [registered in England & Wales under number 2892657] [whose registered address is PO Box 163c Esher KT10 0YH and] whose main trading address is Unit 26, Enterprise Estate, Moorfield Road, Guildford GU1 1 RB.

20. Definitions and Interpretation

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

“Business Day”	means any day other than Saturday or Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Chosen Carrier”	means Our chosen carrier, normally UPS unless specified otherwise, whom We shall use to dispatch the Goods to you;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Month”	means a calendar month;
“Order”	means your order for the Goods, made via by telephone, email or otehr forms of correspondence;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“Pre-Contract Information”	means information about FTM marketing Ltd, the Goods, pricing, and your legal rights that We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 [some of which will be provided our agents, and all of] which will be made available to you via email or another chosen method of usual correspondence;
“Premium Delivery”	means Our premium delivery option(s), available for an additional charge over Standard Delivery as set out in sub-Clause 6.6.2;
“Price”	means the price payable for the Goods;
“Returns Address”	means Unit 26, Enterprise Estate, Guildford, Surrey GU1 1RB UK;

“Special Price”	means a special offer price payable for the Goods;
“Standard Delivery”	means Our standard delivery method, UPS Standard or equivalent unless otherwise agreed; and
“We/Us/Our”	means FTM Marketing Ltd. [, trading as Sonneteer,] a Private Limited Company [registered in England & Wales under number 2892657] [,whose registered address is PO Box 163c Esher Surrey KT10 0YH and] whose main trading address is Unit 26, Enterprise Estate, Morrfield Road Guildford GU1 1RB UK.

20.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, [text message,] fax or other means.

21. Information About Us

21.1 FTM Marketing Ltd [, trading as Sonneteer,] is a Private Limited Company [registered in England under number 2892657] [,whose registered address is PO Box 163c Esher KT10 0YH and] whose main trading address is Unit 26, Enterprise Estate Moorfield Road GU1 1RB.

21.2 [Our VAT number is GB652714636.]

22. The Contract

22.1 These Terms and Conditions govern the sale of goods by Us, via Telesales, email or other similar correspondence and will form the basis of the Contract between Us and you. Before submitting your Order, refer to the terms and condition published on our website and you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.

22.2 Nothing provided by Us including, but not limited to, information given over the telephone, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

22.3 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 by email or other correspondence.

23. Description and Specification of Goods

23.1 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]]. Nothing, however, excludes Our liability for mistakes due to negligence on Our part.

23.2 We are required by law to supply Goods that conform to the Contract. If you receive any Goods that do not conform to the Contract, please refer to Clause 8.

- 23.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any verbal descriptions, sales and marketing literature, price lists or any other information We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return the Goods to Us as provided in Clause 8. If as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 23.4 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.

24. **Orders**

- 24.1 All Orders for Goods made by you via telesales, mail order including email or other electronic correspondence will be subject to these Terms and Conditions.
- 24.2 You may change your Order at any time before We dispatch the Goods by contacting Us. Requests to change Orders do not need to be made in writing.
- 24.3 If your Order is changed We will inform you of any change to the Price [when you contact Us, and will confirm the change] in writing.
- 24.4 If you change your mind, you may cancel your Order at any time before We dispatch the Goods by contacting Us. Please refer to Clause 9 for details of your cancellation rights.
- 24.5 We may cancel your Order at any time before We dispatch the Goods in the following circumstances:
- 24.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 24.5.2 An event outside of Our control continues for more than 60 days (please see Clause 12 for events outside of Our control).
- 24.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods, the payment will be refunded to you within 14 Calendar Days unless otherwise agreed. If We cancel your Order, you will be informed by email or telephone [and the cancellation will be confirmed in writing by email].

25. **Price and Payment**

- 25.1 The Price of the Goods will be that [given by Our salespeople] **AND/OR** [shown in Our on our website] at the time of your Order.
- 25.2 If We offer a Special Price, the Special Price will be valid for 14 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and you are unable to provide a valid promotion or voucher code when making your Order, the Special Price will not be available to you. Orders placed during the validity period of a Special Price will be accepted at the Special Price even if We do not accept your Order until after the period has expired.
- 25.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 25.4 We have made every reasonable effort to ensure that Our Prices, as shown in

Our website are correct. Prices will be checked when We process your Order. If the correct Price of the Goods is lower than that shown in Our website, you will be charged the lower Price. If the correct Price of the Goods is higher than that shown in Our website, We will inform you and ask you how you wish to proceed.

- 25.5 All Prices include 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. Changes in VAT will not affect any Prices where We have already received payment from you.
- 25.6 Our Prices do not include the cost of delivery. We [normally] offer the following delivery options [, however please note that your choices may be limited for certain Goods owing to the nature or characteristics of those Goods]. The cost of your chosen delivery method will be added on to the final sum due (please refer to our website for delivery pricing information):
- 25.6.1 Standard Delivery;
- 25.6.2 Premium Delivery:
- 25.6.2.1 UPS express or similar;
- 25.7 All payments for Goods must be made in advance before We can dispatch the Goods to you.
- 25.8 We accept the following methods of payment:
- 25.8.1 Credit card/ Paypal or similar;
- 25.8.2 Direct bank transfer;
- 25.8.3 Cheque (cleared).
- 25.9 [We do not charge any additional fees for any of the payment methods listed in sub-Clause 5.8.]

OR

[We my add a 4%% surcharge for the use of credit cards.]

- 25.10 [Credit and/or debit cards will be charged on placeent of order.]
- 25.11 [If you do not make any payment to Us by the date on which that payment is due, We may charge you interest on that sum at the rate of 4%% per annum above the base lending rate of Bank of England 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.]
- 25.12 [The provisions of sub-Clause 6.11 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 ongoing.]

26. Delivery

- 26.1 Please note that delivery is only possible within [the United Kingdom] **OR** [Globally subject to B2B(Business to Business) terms and conditions outside of the European Union unless otherwise specified.].
- 26.2 When We send you an Order Confirmation, We will provide, along with a confirmation of the Pre-Contract Information, an estimated delivery date.

Please note that estimated delivery dates may vary according to the availability of Goods and your location. In any event, subject to any circumstances beyond Our control, and subject to any longer period to which you agree when placing your Order (for Goods that We stock only on demand, for example), Goods will be delivered to you no more than 30 Calendar Days after the date that the Contract is formed (see sub-Clause 3.3).

- 26.3 [If you indicate when placing your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, at an agreed time.]
- 26.4 Delivery will be deemed to have taken place when the Goods have been received [by you (or another person identified by you)] at your chosen delivery address [or, if you are collecting the Goods from Us yourself, when you have collected the Goods].
- 26.5 [If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Us, requesting that you contact Us to arrange re-delivery.]

OR

- 26.5 [If for any reason Our Chosen Carrier is unable to deliver the Goods at your chosen delivery address, the Chosen Carrier will will contact you to make arrangements.]
- 26.6 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you.
- 26.7 You own the Goods once We have received payment in full for them.
- 26.8 [Please note that delivery to the following areas may require more time:
 - 26.8.1 Outside of mainland United Kingdom;

27. Faulty, Damaged or Incorrect Goods

- 27.1 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 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. This will be done strictly at our discretion on inspection of the goods. This does not affect your rights under distance selling guidelines for goods sold within the EU.
- 27.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a 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 certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30

Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. 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. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.

- 27.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of 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 8 merely because you have changed your mind. If you are a consumer in the European Union you have a statutory right to a 14 day cooling off period within which you can return Goods for this reason. Please refer to Clause 9 for more details.
- 27.4 To return Goods to Us for any reason under this Clause 8, you may do so [in person during Our business hours of at a pre agreed time or you may return them] by post or another suitable delivery choice to Our Returns Address. [You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details.] We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 27.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 27.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 27.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

28. **Your Right to Cancel If You Change Your Mind**

- 28.1 As a consumer in the European Union you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Goods come into your physical possession (i.e. you or another person identified by you taking delivery of the Goods under sub-Clause 7.4). You may cancel your Contract and return the Goods to Us for any reason under this right. [In addition to your statutory right to cancel within 14 Calendar Days. If you wish to cancel your Order before receiving Our Order Confirmation or if you wish to cancel the Contract after receiving the Order Confirmation but before We have dispatched the Goods, sub-Clauses 9.2, [9.3], 9.8.4 and 9.10 will apply.
- 28.2 If you wish to exercise your right to cancel under this Clause 9, you must

inform Us of your decision. You may do so in any way that is convenient to you. Please ensure that you inform Us of your decision to cancel before the period in sub-Clause 9.1 expires. (Note that the cancellation period is defined as whole Calendar Days. If, for example, you send Us an email or a letter by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted.) We provide a cancellation form that you may use if you wish to inform Us in writing. The cancellation form and accompanying instructions are available <<insert details, e.g. "from our website at www.website.co.uk/cancellation/">>. Alternatively, please contact Us:

28.2.1 By telephone on +44 1483 566990;

28.2.2 By email on shop@sonneteer.co.uk; or

28.2.3 By post at PO Box 162c Esher Surrey KT10 0YH UK.

28.3 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however you are under no obligation to provide any details if you do not wish to.]

28.4 [Please note that your statutory right to cancel may be lost in the following cases:

28.4.1 [If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;]

28.4.2 [If the Goods consist of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software and you have unsealed those Goods after receiving them;]

28.4.3 [If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.]]

28.5 You must return the 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 9.

28.6 You may return Goods to Us [in person during Our business hours at an agreed time or you may return them] by post or another suitable delivery service of your choice to Our Returns Address. For Goods returned under this Clause 9 We will reimburse you for reasonable postage or shipping costs [(up to the equivalent of Royal Mail 1st class standard postage)].

28.7 [You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods under this Clause 9 (We may use Our Chosen Carrier for collections under this Clause 9.)]

28.8 Refunds under this Clause 9 will be issued to you within 14 Calendar Days of the following:

28.8.1 The day on which We receive the Goods back; or

28.8.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 8.8.1);

28.8.3 [If We are collecting the Goods under sub-Clause 9.7, the day on which you inform Us that you wish you cancel the Contract.];

28.8.4 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.

- 28.9 Refunds under this Clause 9 may be subject to deductions in the following circumstances:
- 28.9.1 Refunds may subject to deductions for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 9, “excessive handling” means any more handling than is reasonably required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop).
 - 28.9.2 We will make no deductions for damage to delivery packaging (i.e. additional packaging into which We have placed the Goods in their original packaging such as bubble wrap and a brown box) but We may make deductions if the original packaging has been damaged (e.g. torn or otherwise unsealed in a way that would make it difficult or impossible to reseal the packaging and resell the Goods in “new” condition).
 - 28.9.3 Standard Delivery charges (see sub-Clause 6.6) will be reimbursed in full along with the Price of the Goods, however We cannot reimburse any additional costs for Premium Delivery. If you chose a Premium Delivery option when you ordered the Goods, We will only reimburse the equivalent Standard Delivery costs as part of your refund.
- 28.10 Refunds under this Clause 9 will be made using the same payment method you used when ordering the Goods [unless you specifically request that We make a refund using a different method].

29. **Guarantee**

- 29.1 [As the manufacturer of the Goods, We guarantee that for a period of 2 years from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 10.2.
- 29.2 Our guarantee does not apply to any defects in the Goods caused by:
- 29.2.1 Normal wear and tear;
 - 29.2.2 Deliberate damage and/or misuse of the Goods;
 - 29.2.3 Accidental damage;
 - 29.2.4 Failure to use the Goods in accordance with their instructions (where applicable); or
 - 29.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 29.3 Our guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.]

OR

- 29.1 [The Goods are provided with a manufacturer’s guarantee. For further details and terms please refer to the manufacturer’s guarantee documentation supplied with the Goods.
- 29.2 The manufacturer’s guarantee exists in addition to your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory

quality and that they are fit for purpose). More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.]

30. Our Liability

- 30.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). 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.
- 30.2 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.
- 30.3 Nothing in these Terms and Conditions 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.
- 30.4 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.

31. Events Outside of Our Control (Force Majeure)

- 31.1 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.
- 31.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 31.2.1 We will inform you as soon as is reasonably possible;
 - 31.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 31.2.3 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;
 - 31.2.4 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;

31.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

32. **Communication and Contact Details**

32.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 1483 566990 or by email at shop@sonneteer.co.uk.

32.2 For orders, payments and delivery please contact Us by telephone at +44 1483 566990 or by email at shop@sonneteer.co.uk.

32.3 In certain circumstances you may wish to contact Us about specific issues:

32.3.1 To return non-compliant Goods please use the contact details provided in Clause 8;

32.3.2 For cancellations under your right to a cooling off period please refer to Clause 9.

33. **Complaints and Feedback**

33.1 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.

33.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from website customer support and on our website respectively.

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

33.3.1 [In writing, addressed to us at PO Box 162c Esher KT10 0YH UK, ;]

33.3.2 [By email, addressed to customer support at shop@sonneteer.co.uk;]

33.3.3 [By contacting Us by telephone on +44 1483 566990]

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

34.1 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.

34.2 We may use your personal information to:

34.2.1 Provide Our Goods and services to you;

34.2.2 Process your Order (including payment) for the Goods; and

34.2.3 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.

34.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to

credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

- 34.4 We will not pass on your personal information to any third parties [without first obtaining your express permission].

35. Other Important Terms

- 35.1 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 and Conditions will be transferred to the third party who will remain bound by them.
- 35.2 [You may transfer (assign) the benefit of the guarantee in Clause 10 to any person who buys the Goods from you after you have completed purchasing the Goods from Us.]
- 35.3 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.
- 35.4 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. [This is subject to sub-Clause 16.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.]
- 35.5 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.
- 35.6 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.

36. Governing Law and Jurisdiction

- 36.1 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 English law..
- 36.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (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.