

OUR TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 The terms include the present agreement, the Privacy Policy (<http://quensus.com/terms/#privacyPolicy>), explaining how we collect and use your information, and our Acceptable Use Policy (<http://quensus.com/terms/#acceptableUse>), outlining your responsibilities when using our website and our services. By using our services, you agree to be bound by these terms. If you are using our services on behalf of an organisation, you agree to these terms on behalf of such organisation.
- 1.3 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Quensus Limited a company registered in England and Wales. Our company registration number is 09530781 and our registered office is at Strelley Hall, Main Street, Nottingham, England, NG8 6PE
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0115 906 1297 or by writing to us at support@quensus.com or at our postal address, Quensus support, Strelley Hall, Nottingham NG8 6PE
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 In order to purchase our products and services you will need to create an account and validate your email.
- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

4.3 **Internet Connection.** You understand that our goods utilise your broadband facilities and a source of power from a DC supply. Should your broadband be switched off, not working or does not meet the required minimum speed or an appropriate source of power is not supplied we will not be able to provide the services. We will not be responsible to you for any losses due to acts or neglect of any providers of the power supply, telephone line or your internet connection.

4.4 **Import licences.** It is your responsibility to obtain any necessary import licences and permits necessary to purchase the products in your country or location. You will be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the products.

4.5 **The purpose of our product is to reduce or manage the risk of unwanted water loss so far as this can be done using our goods.** However we do not guarantee that our products cannot be removed, tampered with or made to stop working by you or by any unauthorised person. If this happens we are not responsible for any losses you may suffer directly or indirectly.

4.6 **We do not guarantee to you that:**

- a) Particular losses will be prevented using our goods; or
- b) That our goods will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 **More significant changes to the products and these terms.** In addition, we may need to make more significant changes to the products and these terms but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the products.**

- (a) **In respect to products which are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- (b) **In respect to the ongoing services and digital content provided by us.** We will supply the services, goods and digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 12.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 12.2 will apply.

7.6 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 7.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 7.6* or *clause 7.7*, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0115 906 1297 or email us at support@quensus.com for a return label or to arrange collection

7.9 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.10 **When you own goods.** You own a product which is goods once we have received payment in full.

7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example:

- (a) The age, size and class of your property;
- (b) Hours of use of property (if not residential);
- (c) Average water bill for the property; or
- (d) Relevant information relating to the incoming mains water supply pipes.

If we require certain information, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.13 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days we will adjust the price so that you do not pay for products

while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 7.14 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 14.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.5).

8. INSTALLATION OF PRODUCTS

- 8.1 The goods you purchase from us are likely to require installation to water pipes and connection to an electricity supply in your property and where this is required it will be detailed in the description of the product on our website. We do not carry out the installation of the products and it is your responsibility to instruct a suitably qualified plumber and electrician to install the goods.
- 8.2 We can recommend suitable plumbers and electricians and only if you ask us to manage the installation carried out by the plumbers and electricians on your behalf. If you ask us to instruct and manage a plumber or electrician on your behalf you acknowledge we will be acting as your agent in this respect and you alone will be responsible for the fees incurred in instructing the plumber or electrician to carry out works for you.
- 8.3 Installation of the goods must be carried out in accordance with our manual for installation which can be found on our website otherwise we will not be liable for any defects in the products.
- 8.4 Subject to clause 15.2 below, we will not be responsible or held liable for any defects in the goods or damage caused to your property as a result of an act or omission by an electrician or plumber instructed by you or by us on your behalf to install the goods.
- 8.5 You acknowledge that one of the functions of the goods is to turn off your water supply when water consumption exceeds a level set by you.
- 8.6 It is your responsibility to ensure you obtain all consents required prior to the installation of the goods from any owners, landlords, utility providers and/or tenants relating to the property where installation is taking place or any other relevant person whose consent is required for both the installation, any water supply being turned off in accordance with the services provided by us and all services provided by us as requested by you.
- 8.7 You will indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with a failure by you to obtain any and all consents needed to install the goods at your property and obtain the services provided by us.

9. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the services we provide throughout the world belong to us (or our licensors) and the rights in the services are licensed (not sold) to you. You have no intellectual property rights in, or to, the services other than the right to use them in accordance with these terms.

10. YOUR RIGHTS TO END THE CONTRACT

10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back) **provided such fault was not caused by you or an electrician or plumber instructed by you, see clause 13;**
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (c) **If you have just changed your mind about the product, see clause 10.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.6.**

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 6.2*);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 7.6*).

10.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 10.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) products once installation in the property has started;
 - (b) digital products after you have started to download or stream these;
 - (c) services, once these have been completed, even if the cancellation period is still running; and
 - (d) any products which become mixed inseparably with other items after their delivery.

10.5 **How long do I have to change my mind?** You have 14 days after the day delivery of the goods is completed. However, if you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

10.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 10.1), you can still end the contract. If you want to end a contract where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund the costs of any products or services provided prior to the end of the contract.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0115 906 1297 or email us at support@quensus.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off the form shown at <https://quensus.com/returns/> and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

11.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Quensus returns, Strelley Hall, Nottingham NG8 6PE or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0115 906 1297 or email us at support@quensus.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

11.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are exercising your right to change your mind.

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

11.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, see <https://quensus.com/delivery/>.

11.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) 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. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

11.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 11.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

12. OUR RIGHTS TO END THE CONTRACT

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example:

- (i) The age, size and class of your property;
 - (ii) Hours of use of the property (if not residential);
 - (iii) Average water bill for the property;
 - (iv) Relevant information relating to the incoming mains water supply pipes; or
 - (v) Any other necessary information we ask for.
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - (d) if we reasonably believe you have breached these terms including the Acceptable Use Policy;
 - (e) if we reasonably believe that you acted or are acting in breach of any applicable law;
 - (f) if you fail to cooperate with our investigations of suspected breaches or technical faults;
 - (g) if we reasonably believe that your account has been accessed by an unauthorised third party or its security has been compromised in any other manner;
 - (h) if we consider the suspension to be reasonably necessary to protect our network, our customers, our commercial interests or any other essential interest;
 - (i) if you fail to validate your email within 3 days of registration.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

13. IF THERE IS A PROBLEM WITH THE PRODUCT

13.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0115 906 1297 or write to us at support@quensus.com or Quensus support, Strelley Hall, Nottingham NG8 6PE.

13.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0115 906 1297 or email us at support@quensus.com for a return label or to arrange collection.

14. PRICE AND PAYMENT

14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the

price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 **When you must pay and how you must pay.** Payment must be made via PayPal. Once you've set up an account you will need to enter your PayPal registered email address and password at our checkout. When you must pay depends on what product you are buying:

(a) For **goods**, you must pay for the products before we dispatch them.

(b) For **services and digital content**, we will invoice you monthly. You must pay each invoice within 30 calendar days after the date of the invoice.

14.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclay's Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.7 **Changes to our prices.** We may increase our prices to cover an increase in the cost of providing our services. We will tell you in writing of the increase amount and when it will take effect. If you do not agree with the increase, you have the right to terminate this agreement in accordance with clause 10.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our

employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987

- 15.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.
- 15.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 15.5 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.6 Subject to clause 15.2 our total liability in any year of this agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement, shall in all circumstances be limited to the total amount actually received by us from you for the products or services in that year.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 You confirm you have read and understood our Privacy Policy. We may make changes to our Privacy Policy at any time and will notify you in writing of any changes.
- 16.2 You consent to us processing data relating to you for the purposes of:
- (a) supplying the products to you;
 - (b) processing your payment for the products; and
 - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 16.3 We may make such information available to those who provide products or services to us (such as advisers), regulatory authorities, potential purchasers of the company or as may be required by law.
- 16.4 You consent to the transfer of such information to our business contacts outside the European Economic Area in order to further our business interests even where the country or territory in question does not maintain adequate data protection standards.
- 16.5 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 16.6 We will only give your personal information to other third parties where the law either requires or allows us to do so.

17. OTHER IMPORTANT TERMS

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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

17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.