



## Terms and Conditions of Sale

These terms and conditions set out the terms on which Chunc agrees to sell the wheelchair described in the Contract Details to you, the Customer (the "Terms of Sale").

Please read these Terms of Sale carefully before placing your order.

An order can be placed by phone or by email.

By placing an order you, the Customer, confirm you have read and agree to the Terms of Sale.

Where we, Chunc, confirm your order, the Contract shall be a binding contract between us and shall determine the terms on which we sell the Chair to you.

Your attention is particularly drawn to conditions 4.3, 4.5 and 4.6, regarding important information about the recommended use of the Chair and condition 20 (if you are an individual) or condition 21 (if you are placing an order in the course of your business or on behalf of a third party) detailing the limitations on our liability.



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## Terms and Conditions of Sale

### 1. THESE TERMS AND CONDITIONS

**1.1 What these terms cover.** These are the terms and conditions on which we supply products and enter into a contract with you. They 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.

1.2 Why you should read them. Please read these terms and conditions carefully before you submit your order to us (thereby agreeing to enter into a contract with us on these terms).

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Chunc Limited a company registered in England and Wales ("Chunc" or "we" or "us"). Our company registration number is 06911836 and our registered office is at Street Court, Kingsland, Leominster, Herefordshire, HR6 9QA. Our registered VAT number is 313251449.

2.2 How to contact us. You can contact us by telephoning our customer service team on 01432 377512 or by writing to us at info@chunc.co.uk or Street Court, Kingsland, Leominster, Herefordshire, HR6 9QA. Please note our office hours are between 8am and 4.30pm Monday to Friday.

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 Your contract with us will commence when we accept your order following you placing it with us. We will confirm our acceptance to you in writing.

3.2 By placing an order with us you warrant that you are legally capable of entering into a contract, are at least 18 years old and a resident in the UK.

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.

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

3.5 These terms are applicable to all orders received from our customers be they in the UK or outside of the UK.



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### 4. OUR PRODUCTS

4.1 We offer products to our customers as follows:

4.1.1 **the purchase of an unmodified Chunc wheelchair** from our range of specialist wheelchairs; and

4.1.2 **the purchase of a modified Chunc wheelchair** from our range of specialist wheelchairs which is bespoke to the user's individual requirements.

4.2 **Products may vary slightly from their pictures.** The images of our products on our website and in our brochure 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 or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.  
Safety of our products.

4.3 Our products should be used in accordance with the manual provided by us about the chair you have purchased.

4.4 Chunc wheelchairs have been crash tested in accordance with ISO 7176-19, however the nature of a crash test is that it can only test a Chunc wheelchair in a limited number of fictitious scenarios in a simulated setting and it is therefore not possible to test a Chunc wheelchair in all possible road traffic or collision situations. Crash testing is also only carried out with the user seated in an upright position with both knees in a 90 degree angle (rather than an angle greater than 90 degrees or a horizontal position). **Therefore, Chunc cannot accept any liability for any injury sustained when travelling in a Chunc wheelchair and any such use shall be entirely at your own risk.**

4.5 When transporting a chair user in a Chunc wheelchair we suggest:

4.5.1 a suitable wheelchair tie-down system and personal restraint system in accordance with ISO 7176 must be used.

4.5.2 the Chunc wheelchair and user travel in a secured position in the direction of travel i.e. a forward facing position however, if the chair is reclined to the horizontal position, look at the possibility of turning the chair, so that it is in the rearward facing position (similar to a child's car seat). This will lower the risk of the patient slipping forward in the event of an accident;

4.5.3 all removable, add-on, loose or non-secure components and parts such as crutches, cushions and tables (this list is not exhaustive) should be removed and stowed safely;

4.5.4 the wheel locks of the wheelchair are applied and have been checked to ensure they are properly engaged;



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- 4.5.5 the wheelchair headrest is fitted and positioned correctly; and
- 4.5.6 no alteration or substitution should be made to the wheelchair securement points or to components of the chassis or frame without consulting us (the manufacturer).

**For the avoidance of doubt the suggestions in condition 4.5 above are for guidance purposes only and Chunc accepts no liability in respect of the performance of a Chunc wheelchair in relation to them.**

- 4.6 **Due to the great number of systems on the market, it is not possible for us to crash test each Chunc wheelchair with all wheelchair tie-down systems and personal restraint systems. It is therefore your responsibility to ensure that any tie-down and restraint system used meets the required standards and is being used with the manufacturer's recommendations. Chunc bears no liability in respect of the performance of any Chunc wheelchair with any tie-down and restraint system.**

- 4.7 In the event that a Chunc wheelchair be involved in an accident or impact it should not be used again until it has been inspected by one of our specialist staff.

### 5. OUR RIGHTS TO MAKE CHANGES TO OUR PRODUCTS

**We may make minor changes to our products** to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a safety issue.

### 6. YOUR RIGHTS TO MAKE CHANGES TO YOUR ORDER

**If you wish to make a change to your order** you should contact us as soon as possible after placing your order. We will let you know if the change is possible. Whether we can change your order will depend on a number of factors including the nature of your order. If a change is possible it may impact the price or anticipated delivery time. We will let you know about any changes 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, although please note you may still incur some charge (see the relevant section below).

### 7. OUR RIGHTS TO MAKE CHANGES TO OUR PRODUCTS

**We may make minor changes to our products** to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a safety issue.



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### 8. DELIVERY AND OWNERSHIP

- 8.1 **When we will provide the products.** During the order process we will, following our having accepted your order, contact you with an estimated delivery date.
- 8.2 **Where we refer to a 'business day'**, this means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 8.3 **If your order is for a standard wheelchair and no modifications are required**, we will, where possible, aim for your order to be delivered to you within 10 business days after the day on which we accept your order.
- 8.4 **If your order is for a modified wheelchair**, we will, where possible, aim for your order to be delivered to you within 15 business days after the day on which we accept your order.
- 8.5 **Your delivery date** will be set out in our order confirmation. Please note that all delivery dates are estimates and approximate only and may be subject to change.
- 8.6 **We are not responsible for delays outside our control.** If our supply of the product 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. We will not be liable for delays caused by the event.
- 8.7 **Delivery costs.** The costs of delivery will be as set out in our acceptance of your order.
- 8.8 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours at a time and date agreed with us.
- 8.9 **We will exercise care on delivery** so as not to damage property or décor whilst delivering products, we will not be held liable for any accidental damage caused.
- 8.10 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery. If you do not contact us within a reasonable time of the attempted delivery or if you fail to be at home when the product is delivered on more than one occasion we may make an additional charge of a reasonable sum to compensate us for the additional costs of delivery or storage costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and you may be required to pay us compensation as detailed below in Our rights to end the Contract.
- 8.11 **When you become responsible for the product.** A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.



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### 9. OWNERSHIP OF THE PRODUCT

Ownership of the wheelchair you order will not pass to you until we have received in full (in cleared funds) all sums due in respect of the products.

### 10. ADVICE FROM THIRD PARTIES

**We are not responsible for any advice provided to you by third parties** regarding our products or the suitability of our product to the intended user.

### 11. MAKING SURE ALL MEASUREMENTS ARE ACCURATE

By placing your order you are confirming that all measurements sent to you by us prior to you placing your order are correct. You are responsible for ensuring measurements are correct regardless of whether we, you or a third-party has taken the measurements. You will also remain responsible in the event that you rely on third-party to check them on your behalf.

### 12. RETURNS & EXCHANGES

12.1 Your rights to return a product and end your Contract with us 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.

12.2 **Please note that we are unable to exchange or refund the following items:**

12.2.1 **any product that has been specially made or customised;**

12.2.2 **any used products that represent a hygiene risk, unless such items are found to be faulty upon delivery.**

12.3 We pride ourselves on the quality of our products and we hope you will be happy with your purchase but in the rare event a product is faulty and unable to be repaired, not as described or not fit for purpose then you will be entitled to return the product to us. It will be your responsibility to return the product to us in a safe and proper manner and at your cost within 14 days after you have notified us. We recommend you use a service that requires a signature upon delivery. If you would like us to arrange collection of a product, please let us know but this may incur costs depending on the circumstances.

12.4 We will inspect all returned products and, provided that they are found to be complete, unused and not damaged we will provide a refund less original delivery charges and reasonable costs of returning the product to us.



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- 12.5 If a product is not returned in its original condition on return, we reserve the right to charge for repair or replacement of any product(s). This charge may include the cost of parts, materials, labour and any subsequent loss to us.
- 12.6 You must ensure that the order number is noted on the return.

**CONDITIONS 13 AND 14 APPLY ONLY IF YOU ARE AN INDIVIDUAL AND NOT ORDERING FROM US IN THE COURSE OF YOUR BUSINESS.**

### 13. YOUR RIGHT TO CHANGE YOUR MIND

**In the event that a condition below conflicts with a condition noted in sub-section 6, the condition noted below shall take precedence and apply.**

- 13.1 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by mail order or by exchange of emails 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 more below
- 13.2 **How long do I have to change my mind?** You can change your mind within 14 days after the day we have contacted you in writing to confirm that we have accepted your order.
- 13.3 **When you don't have the right to change your mind.** You do not have a right to change your mind:
- 13.3.1 if we accepted your order more than 14 days ago;
  - 13.3.2 if the product you have ordered is being modified to an individual's needs or being built specifically for an individual.
- 13.4 In the event that you change your mind within the 14 days, please note that we may, subject to when you cancel your order and how far the manufacture of your order has progressed, charge you reasonable compensation for the net costs we will incur as a result of your ending the Contract.
- 13.5 **In the event that you change your mind but you do not have the right to change your mind,** and we are not at fault, you can cancel your order and end your Contract with us but we reserve the right to require you to pay compensation to us.





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### 14. REFUNDS

- 14.1 **How we will refund you.** In the event that we agree to refund you, we shall refund you by the method you used for payment. However, we may make deductions from the price, as described below.
- 14.2 **Deductions from refunds.** In the event that we agree to refund you:
- 14.2.1 we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, 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 products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
- 14.2.2 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 at one cost but you choose to have the product delivered at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 14.3 **When your refund will be made.** We will make any refunds due to you:
- 14.3.1 within 14 days of you informing us you have changed your mind (providing you did so during the 14 day cooling off period and you have the right to do so); or
- 14.3.2 if the product has been delivered and we have agreed that you can return it, 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, providing that you have complied with our requirements in respect of how to return a product to us.
15. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- 15.1 **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 on 01432 377512 during our office hours of 8am to 4.30pm Monday to Friday or email us at info@chunc.co.uk or write to us at Chunc Limited, Street Court, Kingsland, Leominster, Herefordshire, HR6 9QA.
- 15.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this Contract.



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### 16. OUR MANUFACTURING GUARANTEE.

16.1 We have a wide range of products which are all tested to ensure they are the highest standard and quality. In the event that a product has not met this high standard we will, subject to the conditions noted below and subject to the product having been used and maintained in accordance with our advice and the instruction manual, at our discretion for a period of two years from the date of purchase:

- 16.1.1 provide a replacement part to the product to be fitted by you, with instructions provided; or
- 16.1.2 provide one of our experienced technicians to assess the product and carry out any necessary repairs; or
- 16.1.3 in the event that one of our experienced technicians deems the product to be irreparable, we may, at our discretion, provide a replacement product and supply a spare product for your use until a replacement is available.

### 16.2 **Any repairs carried out or any replacement provided under our manufacturing guarantee shall be subject to the following conditions;**

- 16.2.1 the tyres of a product shall not be included;
- 16.2.2 any repair or defect arising from general wear and tear shall not be included;
- 16.2.3 any repair or defect arising from accidental damage shall not be included;
- 16.2.4 any corrosion or rust caused by it being exposed to extreme environmental conditions (including, but not limited to, high humidity, salt spray, ice, and snow) shall not be included;
- 16.2.5 any dissatisfaction arising due to the product's weight, functionality, colour or style shall not be included;

### 16.3 **A product shall not be repaired or replaced under our manufacturing guarantee:**

- 16.3.1 if it has been adapted or modified;
- 16.3.2 if there has been assembly, maintenance or repairs carried out on the product by a person other than one of our employees or a person who we have appointed to assist you;



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- 16.3.3 if there has been use of any non-recommended part or accessory on the product;
- 16.3.4 if damage has been caused by non-domestic use;
- 16.3.5 if damage has been caused by abuse of the product or it being used for a purpose other than for its intended use;
- 16.3.6 if damage has been caused by the product being abused;
- 16.3.7 if the product has not been used or cared for in accordance with our instructions;
- 16.3.8 if the product has not been sufficiently maintained; and
- 16.3.9 if the product has not been properly stored.

- 16.4 **Any work carried out under our manufacturing guarantee shall not extend the original guarantee period** and any replacement or exchange shall only be guaranteed for the remainder of the guarantee period of two years applicable to the original product.
- 16.5 **Any work carried out under our manufacturing guarantee** is subject to the availability of replacement parts or products.
- 16.6 **In the unlikely event that you need to exercise your rights under our manufacturing guarantee, you should contact our customer services** on 01432 377512 during our office hours of 8am to 4.30pm Monday to Friday or email us at info@chunc.co.uk. Your statutory rights shall not be affected.

**You may transfer our manufacture guarantee to a person who has acquired the product within the first two years of it having been manufactured.** We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

## 17. YOUR RIGHTS TO END THE CONTRACT

You have a legal right to end the Contract because of something we have done wrong.

- 17.1 **If you want to end your Contract with us you should ensure that you read through these Terms of Sale so that you are aware of our terms regarding you changing your mind or cancelling your order.**



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### 17.2 **If you have read through these Terms of Sale and still wish to proceed to cancel your Contract with us please let us know by:**

17.2.1 **by phone**, by calling customer services on 01432 377512 during our office hours of 8am to 4.30pm Monday to Friday; or

17.2.2 **by email**, by emailing us at info@chunc.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.

### 18. **OUR RIGHTS TO END THE CONTRACT**

18.1 We may end the Contract if you break it. We may end the Contract at any time by writing to you if:

18.1.1 you do not make any payment to us when it is due and you still do not make payment within 15 days of us reminding you that payment is due;

18.1.2 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; or

18.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

18.2 **You must compensate us if you break the Contract.** If we end the Contract in any of situations set out above we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you in respect of costs and inconvenience we will incur as a result of you breaking the Contract.

18.3 **We may withdraw the product.** In the rare event that we may need to withdraw a product and no longer provide it, we will write to you to let you know as soon as we are reasonably able to in advance and will refund any sums you have paid in advance for products which will not be provided.

### 19. **PRICE AND PAYMENT**

19.1 **Where to find the price for the product.** The price of the product (which excludes VAT) will be the price as stated to you in writing prior to us accepting your order. We take all reasonable care to ensure that the price of the product advised to you is correct.

19.2 **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.



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- 19.3 **When you must pay and how you must pay.** You will be required to pay following our acceptance of your order. We will require full payment for products as specified in our acceptance of your order and prior to them being dispatched, and in some cases manufactured. All payments for products shall be made by BACS or cheque.
- 19.4 **Our acceptance of vouchers.** We work in conjunction with a number of third party wheelchair service providers and at our discretion we accept vouchers from them as part-payment towards the cost of your product. However you are our customer and you are ultimately liable for the total cost of the product ordered and shall be required to pay the balance of any sum owed to us or the total cost of the product ordered in the event that your voucher is withdrawn or not accepted by us.
- 19.5 **What happens if we got the price wrong.** We will normally check prices before accepting your order. If, on the rare occasion a mistake has been made, we will contact you. 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.
- 19.6 **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 the Bank of England 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.
- 19.7 **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.
- 19.8 **If you do not pay or there is a problem with your payment.** If you do not pay us for the products when you are supposed to or there is a problem with your payment we may retain the wheelchair and only provide it to you once you have paid. We can also charge you interest on any overdue payment.

## 20. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**The terms below in this clause 20 shall apply only to customers who are natural persons and are not ordering from us on behalf of or in the course of their business.**

- 20.1 **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.



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- 20.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes but is not limited to our liability:
- 20.2.1 for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 20.2.2 for fraud or fraudulent misrepresentation;
  - 20.2.3 for breach of your legal rights in relation to the products including the right to receive products which are:
    - 20.2.3.1 as described and match information we provided to you and any sample or model seen or examined by you;
    - 20.2.3.2 of satisfactory quality;
    - 20.2.3.3 fit for any particular purpose made known to us;
    - 20.2.3.4 supplied with reasonable skill and care and, where installed by us, correctly installed; and
    - 20.2.3.5 for defective products under the Consumer Protection Act 1987.
- 20.3 **We are not liable for business losses.** We only supply the products for domestic and private use. 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.

## 21. LIMITATION OF LIABILITY

**The terms below in this clause 21 shall apply only to those customers who are ordering from us on behalf of or in the course of their business, charity or organisation.**

- 21.1 This condition sets out the entire financial liability of Chunc Limited (including any liability for the acts or omissions of its employees, agents and subcontractors) to you:
- 21.1.1 arising under or in connection with the Contract;
  - 21.1.2 in respect of any use made by you in respect of our products, services, or any part of them; and
  - 21.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.



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- 21.2 Except as expressly and specifically provided for in the Contract:
- 21.2.1 you assume sole responsibility for results obtained from the use of our products or services by you and your employees, representatives and agents, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information provided to us by you in connection with our products and services; and
  - 21.2.2 all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from our Contract with you.
- 21.3 Nothing in our Contract with you limits our liability for:
- 21.3.1 death or personal injury caused by our negligence; or
  - 21.3.2 for fraud or fraudulent misrepresentation.
- 21.4 We shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising) contract, misrepresentation (whether innocent or negligent) or otherwise for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under our Contract with you.
- 21.5 Our total aggregate liability in Contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocence or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of our contract with you shall be limited to the total value of the Contract.
- 21.6 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from our Contract with you.

In the event that the Contract between us is terminated, this condition 21 will still apply.

## 22. HOW WE MAY USE YOUR PERSONAL INFORMATION

**How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

## 23. GENERAL



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- 23.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for any delays in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 23.2 **Assignment and other dealings.** We may, at any time, assign, transfer, charge subcontract, declare a trust over or deal in any other manner with any or all of our rights under the Contract. We will contact you to let you know if we plan to do this. You need our consent to transfer your rights under your Contract with us to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under the Contract with us to another person if we agree to this in writing.
- 23.3 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by us both.
- 23.4 **Waiver.**
- 23.4.1 **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.
- 23.4.2 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 23.5 **Confidentiality.** Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 23.6 **Entire Agreement.**
- 23.6.1 The Contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 23.6.2 Each party acknowledges that in entering into the Contract, it does not rely on and shall, to the extent permitted, have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.





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### 23.7 Notices.

23.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address noted on the Contract Details Form.

23.7.2 Any notice shall be deemed to have been received:

23.7.2.1 if delivered by hand, at the time the notice is left at the proper address;

23.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

23.7.3 This condition 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.  
A notice given under the Contract is not valid if sent by email.

23.8 **Third party right. Nobody else has any rights under this Contract (except someone you pass your guarantee on to).** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

23.9 **Severance. If any part of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed to be changed to the minimum extent** necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition 23.9 shall not affect the validity and enforceability of the rest of the Contract.

23.10 **Governing Law and jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

23.11 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact your local Trading Standards Department or your nearest Citizens Advice Bureau.