

LEICA CAMERA LIMITED: TERMS FOR SALE OF GOODS & 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 or workshops via our website, store.leica-camera.com/uk. To be clear, we use the word "product" to mean goods such as a camera or accessories and/or a workshop, depending on the context.
- 1.2 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 on our contact details below at paragraph 2.2.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Leica Camera Limited a company registered in England and Wales. Our company registration number is 02308025 and our registered office is at 6-8 James Street, London, England, W1U 1ED. Our registered VAT number is GB536545139.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team by writing to us by email at onlinestore.uk@leica-camera.com or by post at Leica Camera Ltd., 6-8 James Street, London, England, W1U 1ED.
- 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.

OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order**. Once you place an order, you will receive an automatic acknowledgement of your order, however this does not constitute acceptance of you 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.
- 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 we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.



- 3.3 **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.
- We only sell to the UK, Ireland and the Channel Islands. Our website is solely for the promotion of our products in the UK, Ireland and the Channel Islands. Unfortunately, we do not accept orders from addresses outside of these locations. If you wish to purchase a product outside of these locations, or are looking for a local seller, plus see our dealer search here.

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 and workshop content may vary**. The packaging of the product or the content of a workshop may vary from that shown in images or described on our website.
- Workshop logistics. Workshops may be delivered at a combination of locations including: (i) 64-66 Duke Street; (ii) such locations as stated on our website; and/or (iii) such other location as notified to you prior to the date of the workshop. Some of our locations are only accessible by stairs, therefore please contact ussee paragraph 2.2 before purchasing a workshop if you wish to discuss any mobility or access requirements, which we will happily discuss with you. Please arrive no earlier than 15 minutes prior to the start time of the workshop, as other workshops and events will be taking place.
- 4.4 **Workshop requirements.** If you are purchasing a workshop, the following terms shall apply:
- 4.4.1 You must be over 18 years of age. If you are under 18 years of age, you may attend the workshop if you are accompanied by an adult, and such adult completes the order and notifies us when placing the order, when prompted on our website.
- 4.4.2 You must ensure that you bring appropriate clothing and suitable protection for your equipment, if a workshop is stated to be run outdoors.
- 4.4.3 You must comply with any health and safety policies or requirements of the workshop location.
- 4.4.4 You must provide all information requested within our given timescales, including confirmation of any access requirements or mobility issues, any dietary requirements, any participant's age and whether you are providing your own equipment.
- 4.4.5 If you choose to borrow any of our equipment, you shall remain responsible for such equipment at all times during the workshop. In order to borrow any such equipment you must provide two forms of ID on arrival at the workshop (these must be one form of ID from each of the following categories: (i) passport or



driver's licence; and (ii) a utility or telephone bill showing you home address), both of which we shall keep for the duration of the workshop only.

4.4.6 whether you are bringing your own equipment to the workshop, or borrowing Leica's equipment, you shall be responsible for the security and safety of that equipment at all times during the workshop. Neither personal property (in accordance with paragraph 13.5) or any of our borrowed equipment (in accordance with paragraph 4.4.5) should be left unattended at any time during any workshop.

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 paragraph 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:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 **More significant changes to the products and these Terms**. In addition, as we informed you in the description of the product on our website, we may make changes to these Terms or the product, 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.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs**. Unless otherwise stated on our website, delivery is free of charge for orders above £100 in the UK or £250 in Ireland and the Channel Islands. We will not take responsibility for any delays or failure to deliver caused by you providing incorrect or incomplete delivery information in your order. We may request that you cover any re-delivery costs where we have not been able to deliver because of incorrect or incomplete information.

7.2 When we will provide the products:

- 7.2.1 If the products are goods we will deliver them to you as soon as reasonably possible or, if you opted for "click and collect", as provided in paragraph 7.5 and, in any event, the products will be delivered or available for collection, as the context requires within thirty (30) days after the day on which we accept your order.
- 7.2.2 If the products are workshops, we will provide the workshop on the date agreed with you during the order process, unless otherwise notified to you in writing prior



to the date of the workshop. We will use all reasonable endeavours to provide workshops on the dates and times stated at the time you complete your order, however workshop dates and times may be subject to change in accordance with paragraph 7.14. We shall not be liable for any expenses incurred by you, such as travel or accommodation costs, should the date and/or time of any workshop be changed in accordance with these Terms.

- 7.3 If you download any of our complimentary digital content. We may make digital content (and any updates to such digital content) available free of charge for download this might include, by way of example, a pdf manual for your product as soon as we accept your order for a product. Except as provided in paragraph 13, we exclude all liability for any loss or damage suffered by you, if you chose to download any of our complimentary digital content.
- 7.4 **We are not responsible for delays outside our control**. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, 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.
- 7.5 **Collection by you**. If you have asked to collect goods via the click and collect delivery option, we will contact you to let you know you can collect them from your chosen location.
- 7.6 **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 (or our delivery partner) will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.7 **If you do not re-arrange delivery**. If you do not collect the products from us (or our delivery partner) as arranged or if, after a failed delivery to you, you do not rearrange 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 rearrange delivery or collection we may end the contract and paragraph 10.2 will apply.
- 7.8 **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:
- 7.8.1 we have refused to deliver the goods;
- 7.8.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 7.8.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.9 **Setting a new deadline for delivery of goods**. 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 paragraph 7.8, 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.

- 7.10 Ending the contract for late delivery of goods. If you do choose to treat the contract as at an end for late delivery under paragraph 7.8 or paragraph 7.9, 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 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 contact us on the details set out in paragraph 2.2 for a return label or to arrange collection.
- 7.11 When you become responsible for the goods. A product which is goods will be your responsibility from the time we (or our designated delivery partner) deliver the product to the address you gave us or you, or a carrier organised by you, collect it from us.
- 7.12 **When you own goods**. You own a product which is goods once we have received payment in full. Subject to paragraph 13.4, this also applies in the event of a resale, processing and combination of any goods.
- 7.13 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, your age to ensure that you are over 18 years of age if purchasing a workshop, accessibility requirements or confirmation of whether you have your own equipment for workshops to ensure the smooth running of the workshop. If so, this will have been stated in the description of the products on our website. We will either contact you in writing to ask for this information or request it from you via our website at the time of purchase. If you do not give us this information when required, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 10.2 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 the reasonable timeframes required.
- 7.14 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- 7.14.1 deal with technical problems or make minor technical changes;
- 7.14.2 update the product to reflect changes in relevant laws and regulatory requirements;
- 7.14.3 make changes to the product as requested by you or notified by us to you (see paragraph 6 and paragraph 4.3); or
- 7.14.4 account for a lack of participants for a workshop, if the minimum number of participants are not achieved, as advised to you at the time of purchase.
- 7.15 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of any product, unless the



suspension is made due to an emergency which does not allow enough time to contact you. If we have to suspend the product, 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 14 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.

7.16 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 paragraph 12.4) and you still do not make payment within 5 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 paragraph 13). 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.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 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:
- 8.1.1 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), see paragraph 11;
- 8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see paragraph 8.2;
- 8.1.3 If you have just changed your mind about the product, see paragraph 8.3. 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;
- 8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 9.
- 8.2 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:
- 8.2.1 we have told you about an upcoming change to the product or these Terms which you do not agree to (see paragraph 6.2);
- 8.2.2 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;
- 8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;



- 8.2.4 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 fourteen (14) days; or
- 8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see paragraph 7.8).
- 8.3 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.
- 8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of workshops, once these have been completed, even if the cancellation period is still running.
- 8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered:
- 8.5.1 Have you bought services (for example, a workshop)? If so, please see the timescales set out in paragraph 9.5.2 below as to how long you have to change your mind. However, once we have started to deliver a workshop to you, you cannot change your mind, even if the period is still running.
- 8.5.2 Have you bought goods (for example, cameras or lenses)? If so, you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- 8.6 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 paragraph 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed 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 (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)
- 9.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:
- 9.1.1 **Phone or email**. Call customer services on the details set out at paragraph 2.2. Please provide your name, home address, details of the order and, where available, your phone number and email address.



- 9.1.2 **Online**. Complete the <u>Cancellation Form</u>.
- 9.1.3 **By post**. Print off the Cancellation Form and post it to us at the address on the form.
- 9.2 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 post them back to us at the details set out at paragraph 2.2 or (if they are not suitable for posting) allow us to collect them from you. Please contact customer services on the details set out at paragraph 2.2 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 fourteen (14) days of telling us you wish to end the contract.
- 9.3 When we will pay the costs of return. We will pay the costs of return:
- 9.3.1 if the products are faulty or misdescribed; or
- 9.3.2 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.

In all other circumstances you must pay the costs of return.

- 9.4 **What we charge for collection**. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 **How we will refund you**. We will refund you the price you paid, by the method you used for payment, for:
- 9.5.1 Any goods including delivery costs,
- 9.5.2 Any workshops as follows:

Notice received by us	% of price refunded to you.
Twelve or more weeks before workshop	100%
date	
Six or more weeks but less than twelve	50%
weeks before workshop date	
One or more weeks but less than six	25%
weeks before workshop date	
Less than seven days before workshop	0%
date	
Nonattendance	0%

Please note, however, we may make deductions from the price, as described below.

- 9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 9.6.1 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.

- 9.6.2 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 within 3-5 days at one cost but you choose to have the product delivered with an express service at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 9.6.3 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.
- 9.7 **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:
- 9.7.1 If the products are goods and we have not offered to collect them, your refund will be made within fourteen (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 paragraph 9.2.
- 9.7.2 In all other cases, your refund will be made within fourteen (14) days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1 **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:
- 10.1.1 you do not make any payment to us when it is due in accordance with paragraph 12.4;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide services, for example, accessibility requirements for a workshop;
- 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from the click and collect location or such other location as informed to you by our delivery partner, UPS.
- You must compensate us if you break the contract. If we end the contract in the situations set out in paragraph 10.1 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.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us on the details set out at paragraph 2.2.



11.2 **Summary of your legal rights**. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example cameras or lenses, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. See also paragraph 8.3.

If your product is **services**, for example a workshop, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

11.3 **Your obligation to return rejected products**. If you wish to exercise your legal rights to reject products you must either 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 the details set out in paragraph 2.2 for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 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 take all reasonable care to ensure that the price of the product advised to you is correct. However, please see paragraph 12.3 for what happens if we discover an error in the price of the product you order.
- 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.
- 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 unmistakeable 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.

- When you must pay and how you must pay. You must pay for the products before we dispatch or provide them. We accept payment with debit or credit cards, PayPal or bank deposit by:
- 12.4.1 Payment by debit or credit card (Visa, Mastercard or Amex). You may complete your purchase with your card. The invoice amount will be debited from your card's account at the time of ordering.
- 12.4.2 **Payment by PayPal.** If you choose PayPal as your payment method, we will forward you to the PayPal website before completing your order or you can place your order via "Directly to PayPal". Log in with your personal PayPal access data and complete your payment. Once PayPal has received your payment, we will be notified about your completed purchase directly by PayPal. Further information about PayPal can be found at https://www.paypal.com/uk.
- 12.4.3 **Payment by bank transfer.** Payment via bank transfer must be made to the below account details. Please ensure that you complete the check-out process before transferring the amount due and use "Online Store UK" and add your order number as a payment reference. Please note that if your transfer does not arrive in our accounts within five (5) days, we will cancel your order.

ACCOUNT NAME: LEICA CAMERA LIMITED

SORT CODE: 40-63-84

ACCOUNT NUMBER: 88846016

IBAN: GB68BNPA40638488846016

SWIFT / BIC: BNPAGB22

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 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.
- 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 as summarised at paragraph 11.2 and for defective products under the Consumer Protection Act 1987.



- 13.3 **Defective digital content.** 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.
- 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.
- We are not liable for any property left unattended during workshops. Any personal property left unattended during a workshop is left at your own risk and we take no liability for any loss or damage to such property.

14. 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 <u>Privacy Policy</u>.

15. OTHER IMPORTANT TERMS

- 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. If you are unhappy with the transfer, you may contact us to end the contract within fourteen (14) days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.2 **Your transfer of your rights to someone else.** You may transfer your rights or your obligations under these Terms to another person:
- at any time without our consent in relation to goods and, if your product comes with a warranty, you may transfer this to a person who has acquired the product; and
- only with our written consent in relation to workshops. We may not give such consent (in our sole discretion) if this materially effects the running of the relevant workshop.

We may require the person to whom a guarantee or workshop is transferred to provide reasonable evidence that they are now the owner of the relevant product, for example by providing proof of purchase or transfer.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in paragraph 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.



- 15.4 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.
- 15.5 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.
- 15.6 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 as set out in the table below.

If you live in:	Courts with jurisdiction
England or Wales	English and Welsh courts
Scotland	Scottish courts or English courts
Northern Ireland	Northern Irish courts or English courts
Republic of Ireland	Irish courts or English courts
Channel Islands	Courts of the Channel Island on which you live or English courts.

15.7 **Dispute resolution**. Please note that disputes may be submitted for online resolution to the <u>European Commission Online Dispute Resolution</u> platform. We do not participate in alternative dispute resolution in accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.