



**ES**  
BROADCAST

# TERMS AND CONDITIONS

UNITED KINGDOM



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## 1 These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we supply new, used and/or ex-demonstration broadcast equipment to you ("goods").
- 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 any goods to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.
- 1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - you are an individual.
  - you are buying goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

## 2 Information about us and how to contact us

- 2.1 Who we are.** We are ES Broadcast Ltd, a company registered in England and Wales. Our company registration number is 04614845 and our registered office is at 4th Floor, The Anchorage, 34 Bridge Street, Reading, RG1 2LU. Our registered VAT number is GB125 5023 50.
- 2.2 How to contact us.** You can contact us by calling us on +44 (0)1923 650 080 or by writing to us at sales@esbroadcast.com or at Unit 34, Orbital 25 Business Park, Dwight Road, Watford, Hertfordshire, WD18 9DA.
- 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 How we will accept your order.** Our acceptance of your order will take place when we provide you with written acceptance of your order at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods you have ordered. This might be because any goods you have ordered are out of stock or no longer available from our suppliers, because we have identified an error in the price or description of the goods, because we are unable to meet a delivery deadline you have specified or because of unforeseen circumstances beyond our reasonable control. In any such cases, we will endeavour to suggest alternative goods which you may decide, at your sole discretion, to order.
- 3.3 Where we sell our goods.** Our website and brochures are primarily for the promotion of our goods to customers in the UK. However, we may sell and deliver our goods to customers outside of the UK where we expressly agree in writing to do so. In such circumstances, the customer will be liable to us for the additional costs and expenses associated with providing the goods outside of the UK, including any additional delivery costs, taxes, charges, levies, assessments and other fees imposed on the purchase or import of any goods outside of the UK.

## 4 Our goods

- 4.1 Our goods.** The goods that we supply are manufactured by third parties and may be supplied in new, used or ex-demonstration condition. We will specify in the description of the goods on our website, in our brochures and advertisements, in any other promotional media or platforms we may use and in our written quotation the condition of the goods (including whether they are new, used or ex-demonstration), as well as the manufacturer of such goods.
- 4.2 Goods may vary slightly from their pictures.** The images of the goods on our website and/or in our brochures 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 goods. Your goods may vary slightly from those images.

- 4.3 Packaging.** The packaging of the goods, especially of any goods sold in a used or ex-demonstration condition, may vary from that shown in images on our website and/or in our brochures.
- 4.4 Delivery costs.** The costs of delivery will be as displayed to you on our website and/or in our brochure or as otherwise notified to you before you place your order. If we agree in writing to deliver goods outside of the UK, any additional delivery costs associated therewith will be notified to you in writing.
- 4.5 When we will provide the goods.** During the order process we will provide you with an estimated delivery date for provision of the goods.
- 4.6 If you are not available at your requested delivery address when the goods are delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- 4.7 If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery 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 we may end the contract and clause 10.2 will apply.
- 4.8 When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the goods to the address you gave us.
- 4.9 When you own goods.** You own the goods once we have received payment in full. Until we have received payment in full, you must:
  - 4.9.1** store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - 4.9.2** not remove, deface or obscure any identifying mark on or relating to the goods; and
  - 4.9.3** maintain the goods in satisfactory condition.
- 4.10 Guarantee.** We offer the following guarantee to our customers in respect of our goods:

**New goods:** 1 year back-to-base and labour warranty or subject to manufacturer's warranty, whichever is longer

**Ex-demonstration goods:** 6 months unless an extended back to back manufacturer's warranty is purchased and applied at point of sale

**Used goods:** 3 months

If you are a consumer, the above guarantees do not affect your legal rights.If you have any queries or would like to make a claim under the above guarantee, you can telephone our customer service team on +44 (0)1923 650 080 or write to us at sales@esbroadcast.com.
- 4.11 We are not responsible for delays outside our control.** If our supply of the goods 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 goods you have paid for but not received.
- 4.12 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 goods to you. If so, this will have been stated in the description of the goods on our website and/or in our brochures. 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 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 goods 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.
- 4.13 Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of goods to:
  - 4.13.1** deal with technical problems or make minor technical changes;
  - 4.13.2** update the goods to reflect changes in relevant laws and regulatory requirements;
  - 4.13.3** make changes to the goods as requested by you or notified by us to you (see clause 6).
- 4.14 We may also suspend supply of the goods if you do not pay.** If you do not pay us for the goods when you are supposed to (see clause 7.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. We will not

suspend the goods where you dispute the unpaid invoice (see clause 7.7). We will not charge you for the goods during the period for which they are suspended. As well as suspending the goods we can also charge you interest on your overdue payments (see clause 7.6).

## 5 Your rights to make changes

If you wish to make a change to the goods 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 goods, 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.

## 6 Our rights to make changes

- 6.1 Minor changes to the goods.** We or the relevant manufacturer may change the goods:
  - 6.1.1** to reflect changes in relevant laws and regulatory requirements; and
  - 6.1.2** to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the goods.
- 6.2 More significant changes to the goods.** In addition, we or the relevant manufacturer may make more significant changes to the goods, 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 goods paid for but not received.

## 7 Price and payment

- 7.1 Where to find the price for the goods.** The price of the goods (which includes VAT or other applicable sales tax) will be the price notified to you at the time you placed your order. We take reasonable care to ensure that the price of the goods advised to you is correct. However please see clause 7.3 for what happens if we discover an error in the price of the goods you order.
- 7.2 We will pass on changes in the rate of VAT or other applicable sales tax.** If the rate of VAT or other applicable sales tax changes between your order date and the date we supply the goods, we will adjust the rate of VAT or other applicable sales tax that you pay, unless you have already paid for the goods in full before the change in the rate of VAT or other applicable sales tax takes effect.
- 7.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the goods at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the goods at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 7.4 When you must pay and how you must pay.** We accept payment by bank transfer, banker's draft, cash, confirmed letter of credit and agreed finance company payment. You must pay for the goods in accordance with the payment terms agreed during the order process.
- 7.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) unless otherwise agreed in advance and in writing.
- 7.6 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 Bank of England's base lending rate 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.
- 7.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us within 14 days to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we reserve the right to charge you interest on correctly invoiced sums from the original due date.

## 8 Your rights to end the contract

- 8.1 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 clause 8.1.1 to 8.1.4 below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:
  - 8.1.1** we have told you about an upcoming change to the goods or these terms which you do not agree to (see clause 6.2);

- 8.1.2 we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
- 8.1.3 there is a risk that supply of the goods may be significantly delayed because of events outside our control; or
- 8.1.4 you have a legal right to end the contract because of something we have done wrong.

**8.2 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most goods bought at a distance or off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights are explained in more detail in these terms.

**8.3 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- 8.3.1 sealed audio or sealed video recordings or sealed computer software, once these goods are unsealed after you receive them;
- 8.3.2 any goods which become mixed inseparably with other items after their delivery; and
- 8.3.3 any goods that are made to your specifications or are clearly personalised.

**8.4 How long do consumers have to change their minds?** If you are a consumer, you have 14 days after the day you (or someone you nominate) receive the goods, unless:

- 8.4.1 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) receive the last delivery.
- 8.4.2 Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receive the first delivery of the goods.

**8.5 Ending the contract where you are a consumer and where we are not at fault and there is no right to change your mind.** If you are a consumer, even if we are not at fault and you are not a consumer who has a right to change their mind, 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 goods are delivered and paid for. If you are a consumer and you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods 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 which may include, but are not limited to, any re-stocking fees which may be charged to us by our suppliers in respect of the goods ordered by you under the contract.

## 9 How to end the contract with us (including if you are a consumer who has changed their 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 +44 (0)1923 650 080 or email us at sales@esbroadcast.com. Please provide your name, home address, details of the order (including any relevant order number) and, where available, your phone number and email address.

**9.1.2 By post.** Write to us at ES Broadcast Ltd, Unit 34, Orbital 25 Business Park, Dwight Road, Watford, Hertfordshire, WD18 9DA, including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us by post to ES Broadcast Ltd, Unit 34, Orbital 25 Business Park, Dwight Road, Watford, Hertfordshire, WD18 9DA. If you are a consumer 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.

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

- 9.3.1 if the goods 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 goods 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 (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

**9.4 How we will refund you.** If you are entitled to a refund under these terms we will

refund you the price you paid for the goods including any delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.5.1 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.

9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

**9.6 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see clause 9.2.

## 10 Our rights to end the contract

**10.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 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 the goods; or
- 10.1.3 you do not, within a reasonable time, allow us to deliver the goods to you.

**10.2** You may have to compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods 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 goods

**How to tell us about problems.** If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team on +44 (0)1923 650 080 or write to us at sales@esbroadcast.com.

## 12 Your rights in respect of defective goods if you are a consumer

- 12.1** If you are a consumer we are under a legal duty to supply goods that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 12.2 Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject defective goods you must post them back to us. We will pay the costs of postage or collection.

## 13 Your rights in respect of defective goods if you are a business

- 13.1** If you are a business customer we warrant that on delivery, any goods shall:
- 13.1.1 conform in all material respects with their description; and
- 13.1.2 be free from material defects in design, material and workmanship.
- 13.2** Subject to clause 13.3, if:
- 13.2.1 you give us notice in writing within a reasonable time of discovery that the goods do not comply with the warranty set out in clause 13.1;
- 13.2.2 we are given a reasonable opportunity of examining such goods; and
- 13.2.3 you return such goods to us at our cost,
- we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.
- 13.3** We will not be liable for the failure of any goods to comply with the warranty in clause 13.1 if:
- 13.3.1 you make any further use of such goods after giving a notice in accordance with clause 13.2.1;
- 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the

goods or (if there are none) good trade practice;

**13.3.3** the defect arises as a result of us following any drawing, design or specification supplied by you;

**13.3.4** you alter or repair the goods without our written consent; or

**13.3.5** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**13.4** Except as provided in this clause 13, we shall have no liability to you in respect of the failure of goods to comply with the warranty set out in clause 13.1.

**13.5** These terms shall apply to any repaired or replacement goods supplied by us under clause 13.2.

## 14 Our responsibility for loss or damage suffered by you if you are a consumer

**14.1 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 order process.

**14.2 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:

- 14.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 14.2.2 fraud or fraudulent misrepresentation;
- 14.2.3 breach of your legal rights in relation to the goods; and
- 14.2.4 defective goods under the Consumer Protection Act 1987.

**14.3 We are not liable for business losses.** If you are a consumer we only supply the goods to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

## 15 Our responsibility for loss or damage suffered by you if you are a business

**15.1** Nothing in these terms shall limit or exclude our liability for:

- 15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 15.1.2 fraud or fraudulent misrepresentation;
- 15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 15.1.4 defective products under the Consumer Protection Act 1987; or
- 15.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**15.2** Except to the extent expressly stated in these terms and conditions all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**15.3** Subject to clause 15.1:

- 15.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, 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, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 15.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for goods under this contract.

## 16 Personal data

**16.1** For the purposes of these terms, "Data Protection Legislation" means:

- (a) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and

- (b) any successor legislation to the GDPR or the Data Protection Act 2018, and "data controller", "data processor", "personal data" and "data subject" shall each have the meanings as defined in the Data Protection Legislation.
- 16.2 Where we are acting as the data controller, we will only process your personal data as set out in our Privacy Policy (<https://esbroadcast.com/privacy>), as such document may be amended from time to time by us in our sole discretion.
- 16.3 If you are a business customer and we process any personal data on your behalf when performing our obligations under our contract with you, you acknowledge that you will be the data controller and we will be the data processor for the purposes of the Data Protection Legislation. We may process personal data on your behalf including names and email addresses in order to fulfil our obligations under these terms and our contract with you. We will only process such personal data for as long as is necessary to comply with our obligations under these terms and the contract.
- 16.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 16.5 Without prejudice to the generality of clause 16.4, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the contract.
- 16.6 Without prejudice to the generality of clause 16.4, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under these terms and the contract:
- 16.6.1 process that personal data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data ("**Applicable Laws**"). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- 16.6.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 16.6.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 16.6.4 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 16.6.5 notify you without undue delay on becoming aware of a personal data breach;
- 16.6.6 at your written direction, delete or return personal data and copies thereof to you on termination of the contract unless required by Applicable Law to store the personal data; and
- 16.6.7 maintain complete and accurate records and information to demonstrate our compliance with this clause 16.
- 16.7 You consent to us appointing third-party processors of personal data under our contract with you, provided that we notify you of the identity of any such third-party processors prior to their appointment and provided that we inform you of any intended changes concerning the addition or replacement of any such third-party processors. We confirm that we have entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us.
- 16.8 You consent to us transferring personal data outside of the European Economic Area for the purposes of our contract with you.
- 16.9 We may at any time revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 16.10 If you are a business customer, you shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your failure to comply with this clause 16.

## 17 Other important terms

- 17.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 17.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at clause 4.10 to a person who has acquired the goods. 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.
- 17.3 **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, except as explained in clause 17.2 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.
- 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 goods, 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.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.