



This page (together with our *Privacy Policy*, *Terms of Website Use* and *Website Accessibility Terms* tells you information about us and the legal terms and conditions ("**Terms**") on which we hire any of the equipment, articles and/or devices together with any accessories ("**Equipment**") listed on our website ("**our site**") to you.

These Terms will apply to any contract between us for the hire of Equipment to you ("**Contract**"). Please read these Terms carefully and make sure that you understand them, before ordering any Equipment from our site. Please note that before placing an order to hire Equipment you will be asked to agree to these Terms including your agreement that in doing so you are expressly requesting that our services to you in connection with the hire of the Equipment begins immediately (as referred to in *clause 8.1*). If you refuse to accept these Terms, you will not be able to hire any Equipment from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in *clause 7*. Every time you wish to hire Equipment, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.placeoverears.co.uk. We are Place Over Ears Limited, and our company registration number is 10749985. Our main trading address is Place Over Ears Limited, Kent Enterprise House, 1 The Links, Herne Bay, Kent CT6 7GQ.

1.2 Contacting us

1.2.1 You can e-mail us at info@placeoverears.co.uk or contact our Customer Services team by telephone on 07732 945144 or by post to Place Over Ears Limited, Kent Enterprise House, 1 The Links, Herne Bay, Kent CT6 7GQ. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

1.2.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 07732 945144 or by e-mailing us at info@placeoverears.co.uk

- 1.2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the billing address you provide to us in your order.

2. Our Equipment

- 2.1 The images of the Equipment on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Equipment. Your Equipment may vary slightly from those images.
- 2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site are subject to a fair degree of tolerance.
- 2.3 The packaging of the Equipment may vary from that shown on images on our site.

3. Use of our site

Your use of our site is governed by our *Terms of Website Use* and *Website Accessibility Terms*. Please take the time to read these, as they include important terms which apply to you.

4. How we use your personal information

We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy*, as it includes important terms which apply to you.

5. Age

- 5.1 You may only hire Equipment from our site if you are at least 18 years old.
- 5.2 The period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays, whether statutory or otherwise) and ending upon the happening of either the physical return of the Equipment by you into our possession or the physical repossession or collection of Equipment by us ("**Hire Period**") shall not exceed 29 days. This means that the Consumer Credit Act 1974 does not apply to the hire of any Equipment to you.

6. How the Contract is formed between you and us

- 6.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 6.3*.

- 6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Equipment has been dispatched ("**Dispatch Confirmation**"). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 6.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 11.4, we will inform you of this by e-mail and we will not process your order. If you have already paid any Deposit , Rental and/or Damage and Theft Waiver (as referred to in clauses 12 and/or 13) for the Equipment, we will refund you the full amount including any delivery costs charged as soon as possible. If only some of the Equipment cannot be supplied we will refund the pro-rata amount for the cancelled items but delivery charges will still apply.

7. Our right to vary these Terms

- 7.1 We amend these Terms from time to time.
- 7.2 Every time you hire Equipment from us, the Terms in force at the time of your order for hire will apply to the Contract between you and us.
- 7.3 We may revise these Terms as they apply to your order for hire from time to time to reflect changes in relevant laws and regulatory requirements.
- 7.4 If we have to revise these Terms as they apply to your order for hire, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

8. Your consumer right of return and refund

- 8.1 By agreeing to these Terms you expressly request that our supply of services to you in connection with your hire of Equipment should begin during any cancellation period that would apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This means that you do not have a right to cancel your Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if you change your mind or decide for any other reason that you do not want to receive a Product. This does not affect any alternative rights of cancellation or termination which you may have. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 8.2 If you have returned the Equipment to us because it is faulty or mis-described, we will refund the rental charges you have paid for the Equipment pro-rata to the number of days upon which the Equipment was faulty. Any such faulty Equipment should be returned to us using our returns service in the UK (or, if you are abroad, upon your return to the UK).
- 8.3 We will refund you on the credit card or debit card or to the Paypal enabled bank account used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.

8.4 If you are a consumer, we are under a legal duty to supply Equipment that is in conformity with this Contract. As a consumer, you have legal rights in relation to Equipment that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. Delivery, responsibility and ownership of Equipment

9.1 We will confirm an estimated delivery date in the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 22* for our responsibilities when this happens.

9.2 If no one is available at your address to take delivery, our designated carrier will leave you a note that the Equipment has been returned to our premises, in which case, please contact our designated carrier to rearrange delivery.

9.3 Delivery of an order shall be completed when we deliver the Equipment to the address you gave us and the Equipment will be your responsibility from that time subject to the matters of ownership referred to in *clause 10.6*.

9.4 Your responsibility for the Equipment will pass immediately to you upon your receipt, as specified in *clause 10.3*.

9.5 Responsibility for the Equipment will not pass back to us until it is back in our physical possession. You must use the returns service offered by us for the return of Equipment and we shall not be responsible for costs incurred by you in returning Equipment if you fail to do so.

9.6 Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you.

9.7 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

9.8 If we miss the delivery deadline for any Equipment then you may cancel your order straight away if any of the following apply:

9.8.1 we have refused to deliver the Equipment;

9.8.2 delivery within the delivery window was essential (taking into account all the relevant circumstances); or

9.8.3 you told us before we accepted your order that delivery within the delivery window was essential.

9.9 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 9.8*, you can give us a new window for delivery, which must be reasonable, and you can cancel your order if we do not meet the new window.

9.10 If you do choose to cancel your order for late delivery under *clause 10.8*, you can do so for just some of the Equipment or all of it. If the Equipment has been delivered to you, you will have to return it to us or allow us to collect it, and we will pay the costs of this. After you cancel your order we will refund any sums you have paid to us for the hire of the cancelled Equipment and its delivery.

10. International orders or delivery

10.1 Unless approved by us, we do not accept orders from customers situated outside the UK nor do we deliver to addresses outside the UK.

11. Hire charges

11.1 The charge for the hire of the Equipment during the Hire Period (“**Rental**”) and advance payment required by us in relation to the Equipment which is to be held by us as security (“**Deposit**”) will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Equipment are correct at the time when the relevant information was entered onto the system. However please see clause 11.4. for what happens if we discover an error in the Rental for the Equipment you ordered.

11.2 Charging rates to hire our Equipment may change from time to time, but changes will not affect any order you have already placed.

11.3 The Rental and Deposit for hire of Equipment includes delivery charges and VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust any VAT you pay, unless you have already paid the Rental and Deposit for hire of the Equipment in full before the change in VAT takes effect.

11.4 Our site contains a large number of items of Equipment. It is always possible that, despite our reasonable efforts, some of the Equipment on our site may be incorrectly priced. If we discover an error in the charging rates to hire the Equipment you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to hire the Equipment at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to hire the Equipment to you at the incorrect (lower) price.

12. When and how to pay

12.1 The Deposit and Rental applicable to your hire of the Equipment must be paid at the time you place your order in advance of you hiring the Equipment.

12.2 You can only pay for Equipment using a debit card or credit card or via a Paypal enabled bank account or via bank transfer (BACS). We accept the following cards: Visa, Mastercard, Visa Debit, Electron, and Maestro.

- 12.3 Subject to any deductions made from the Deposit in accordance with *clause 17* we will refund the Deposit to you by way of a refund on the debit, credit card or bank account used by you to pay the Deposit.
- 12.4 We reserve the right to store your debit, credit card or bank account details on our secure system for the purposes of refunds under *clause 13.4* and for the collection of any payments of further sums that are due from you to us under *clause 17*.

13. Damage and Theft Waiver

- 13.1 Subject to *clauses 13.2* and *13.3*, if you contract to pay the Damage and Theft Waiver charge, being a sum equal to 15% of the Rental, we will waive any further charges for rectifying accidentally damaged Equipment and/or for theft of the Equipment subject to the terms of this clause 13.1. If you do not pay the Damage and Theft Waiver charge or if the Damage and Theft Waiver does not apply in accordance with *clauses 13.2* and *13.3* you will be responsible for the entire cost of rectifying any damage or reimbursing us in respect of the theft of the Equipment. In addition, the waiver provided by Damage and Theft Waiver is subject to the following conditions:
- 13.1.1 you must be able to demonstrate that reasonable care has been taken to avoid and/or limit such damage;
 - 13.1.2 theft of Equipment must be reported to the Police and a crime reference number obtained; and
 - 13.1.3 you must notify us within (48) hours of the theft and obtain a theft report form which must be returned to us.
- 13.2 The Damage and Theft Waiver shall not apply and you shall be responsible for any damage to or theft of the Equipment in the following circumstances:
- 13.2.1 loss due to your dishonesty, neglect or negligence;
 - 13.2.2 theft from a vehicle where the Equipment was left visible and unattended; and/or
 - 13.2.3 loss arising from civil disturbance.
- 13.3 Damage and Theft Waiver does not cover and you shall remain liable for the Deposit.
- 13.4 You acknowledge and agree that the Damage Waiver is not an insurance product for damage to Equipment and Equipment theft. We recommend that you arrange sufficient, independent cover for the potential accidental loss of your possessions while travelling and that these arrangements extend to items that are both hired and owned by you.
- 13.5 We reserve the right not to offer Damage and Theft Waiver to business customers who intend to hire and onward distribute the Equipment for use by members of its staff, customers or public.

14. Our warranty for the Equipment

- 14.1 On delivery and for the duration of the Hire Period, the Equipment shall be free from material defects. However, this warranty does not apply in the circumstances described in *clause 14.2*.
- 14.2 The warranty in *clause 14.1* does not apply to any defect in the Equipment arising from:
- 14.2.1 your failure to comply with your obligations under clause 15;
 - 14.2.2 fair wear and tear;
 - 14.2.3 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 14.2.4 if you fail to operate or use the Equipment in accordance with the user instructions and safety warnings; or
 - 14.2.5 any alteration or repair by you or by a third party who is not one of our authorised repairers.
- 14.3 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Equipment that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. Care and Safe Use of Equipment

- 15.1 You shall:
- 15.1.1 not remove any labels from and/or interfere with the Equipment, its working mechanisms or any other parts of it and take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to you;
 - 15.1.2 notify us within 48 hours after the occurrence of any fault, failure, loss and/or damage to the Equipment;
 - 15.1.3 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;
 - 15.1.4 notify us of any change of your address and upon our request provide details of the location of the Equipment;
 - 15.1.5 keep the Equipment at all times in your possession and control and ensure that the Equipment is operated in accordance with the user instructions and safety warnings;
 - 15.1.6 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation,

best practice and/or operating instructions except to the extent that we have agreed to provide them as part of any services to you;

- 15.1.7 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment which is notified to you;
- 15.1.8 not continue to use the Equipment where it has been damaged and will notify us within 48 hours if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person;
- 15.1.9 the Equipment must be returned by you in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies and other documents relating to the Equipment.

16. Fault or failure

- 16.1 Allowance will be made in the Rental for any non-use of the Equipment due to fault or failure caused by an inherent fault and/or fair wear and tear on condition that you inform us as soon as practicable of the fault or failure.
- 16.2 You shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by us arising from any fault or failure of the Equipment due to your negligence, misdirection and/or misuse of the Equipment.
- 16.3 We will at our cost carry out all routine maintenance and repairs to the Equipment during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment. You will be responsible for the cost of all repairs necessary to the Equipment during or after the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or our negligence while carrying out routine maintenance and/or repairs.
- 16.4 You must not repair or attempt to repair the Equipment.

17. Loss or damage to the Equipment

- 17.1 If the Equipment is returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.
- 17.2 You will pay to us the new replacement cost of any Equipment which is lost, stolen and/or damaged beyond economic repair during the Hire Period within 4 working days. Subject to such payment having been made any amount subsequently paid to us under any policy of insurance, whether taken out in accordance with these conditions or otherwise shall be paid to you.
- 17.3 The sums payable by you to us, including any deductions from the Deposit, shall include replacement cost based upon the Equipment's Manufacturer's Recommended Retail Price (RRP) together with any other reasonable administration and legal fees incurred by us as a result of the loss.

18. Delay in Returning Equipment

If you fail to return the Equipment on or before expiry of the agreed term of hire you will be charged the rate for our minimum hire period of 4 working days. For returns more than 4 working days late the equivalent day rate for each day of delay thereafter will continue to be charged until the Equipment is returned.

19. Default

19.1 If you:

- 19.1.1 fail to make any payment to us when due without just cause;
- 19.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 19.1.3 persistently breach the terms of the Contract;
- 19.1.4 provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 19.1.5 pledge, charge or create any form of security over any Equipment, or cease or threaten to cease to carry on business, or propose to compound with your creditors, create a trust deed for your creditors, apply for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any of your property, have a Bankruptcy Petition/Petition for Sequestration presented against you or you take or suffer any similar action in any jurisdiction;
- 19.1.6 being a company, cease or threaten to cease to carry on business, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of your assets, any attachment order/arrestment is made against you, any distress, execution or other legal process is levied on any of your property or you take or suffer any similar action in any jurisdiction;
- 19.1.7 appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract; and/or
- 19.1.8 appear reasonably to us to be about to suffer any of the above events,

then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in *clause 19.2* below.

19.2 If any of the events set out in *clause 19.1* above occurs in relation to you then:

- 19.2.1 except where you are acting as a consumer we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where Equipment may be and repossess any Equipment; and/or

- 19.2.2 we may immediately cancel, terminate and/or suspend without liability to you the Contract and/or any other contract with you.
- 19.3 Any repossession of the Equipment shall not affect our right to recover from you any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Equipment.
- 19.4 Upon termination of the Contract you shall immediately:
 - 19.4.1 return the Equipment to us or make the Equipment available for collection by us as requested by us; and
 - 19.4.2 pay to us all sums payable under the Contract.

20. Our liability if you are a business

This clause 20 only applies if you are a business customer.

- 20.1 We only supply the Equipment for use by your business and in connection with your business activities, and you agree not to use the Equipment for any re-hire or sub-rental purposes.
- 20.2 Nothing in these Terms limits or excludes our liability for:
 - 20.2.1 death or personal injury caused by our negligence;
 - 20.2.2 fraud or fraudulent misrepresentation;
 - 20.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 20.2.4 defective Equipment under the Consumer Protection Act 1987.
- 20.3 Subject to *clause 20.2*, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 20.3.1 any loss of profits, sales, business, or revenue;
 - 20.3.2 loss or corruption of data, information or software;
 - 20.3.3 loss of business opportunity;
 - 20.3.4 loss of anticipated savings;
 - 20.3.5 loss of goodwill; or
 - 20.3.6 any indirect or consequential loss.
- 20.4 Subject to *clause 20.2*, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Rental and Deposit payable for the Equipment.

20.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Equipment. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Equipment is suitable for your purposes.

21. Our liability if you are a consumer

This clause 21 only applies if you are a consumer.

21.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

21.2 We only supply the Equipment for domestic and private use. You agree not to use the Equipment for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

21.3 We do not in any way exclude or limit our liability for:

21.3.1 death or personal injury caused by our negligence;

21.3.2 fraud or fraudulent misrepresentation;

21.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

21.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

21.3.5 defective Equipment under the Consumer Protection Act 1987.

22. Events outside our control

22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 22.2*.

22.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- 22.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 22.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 22.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Equipment to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 22.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Equipment you have already received and we will refund the price you have paid, including any delivery charges.

23. Communications between us

- 23.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 23.2 **If you are a consumer** you may contact us as described in *clause 1.2*.
- 23.3 **If you are a business:**
- 23.3.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
 - 23.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting or if sent by e-mail, one working day after transmission.
 - 23.3.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
 - 23.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

24. Other important terms

- 24.1 Where we refer in these Terms to 'working days' we mean any days when banks are generally open for business in London.
- 24.2 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

- 24.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 24.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 24.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 24.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 24.7 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Equipment through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 24.8 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it 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.
- 24.9 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).