

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**1. Terms of website use**

- 1.1 These terms of use (including the documents referred to in Section 2.1 below and any notices that may be uploaded on our site from time to time) set out the terms of use on which you may make use of Crea8ing Careers CIC's website **www.crea8ingcareers.com** ("our site"), whether as a guest or a registered user.
- 1.2 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.
- 1.3 By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

2. Other applicable terms

- 2.1 These terms of use refer to the following additional policies, which also apply to your use of our site:
 - (a) our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;
 - (b) our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy; and
 - (c) our [Cookie Policy](#), which sets out information about the use of cookies on our site.
- 2.2 These terms of use, together with our Privacy Policy, Acceptable Use Policy, Cookie Policy any notices that may be uploaded on our site from time to time, constitute the entire agreement and understanding between you and us concerning your use of our site.

3. Information about us

- 3.1 **www.crea8ingcareers.com** is a site operated by Crea8ing Careers CIC ("we" or "us"). We are registered in England and Wales under company number 8700217 and have our registered office at 34 Pennington Road, Tunbridge Wells, Kent TN4 0SL.

4. Changes to these terms

- 4.1 We reserve the right to vary these terms of use from time to time. Such changes shall either be notified to you by e-mail or posted on the home page of our site. Changes in this manner shall be deemed to have been accepted if you continue to use the site after a period of two weeks from the date of transmission of the e-mail or of posting on the home page of our site, whichever occurs later.

5. Changes to our site

- 5.1 We may update our site from time to time, and may change the content of our site at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

6. Accessing our site

- 6.1 Our site is made available free of charge.
- 6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that such persons comply with them.

7. Your account and password

- 7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2 We have the right to block your user account and access to our site, disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@crea8ingcareers.com.

8. Intellectual property rights

- 8.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.
- 8.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

- 8.4 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us and/or our licensors.
- 8.5 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
9. **No reliance on information**
- 9.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.
10. **Limitation of our liability**
- 10.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 10.3 Subject to Sections 12 and 13 of our Purchase Terms below which shall apply to the extent that our purchase terms apply, we will not be liable to any user for any loss or damage in relation to the use of our site or its content, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, our site; or
 - (b) use of or reliance on any content displayed on our site.
- 10.4 Please note that in particular, we will not be liable in any circumstances for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage.
- 10.5 Please note that we only provide our site for domestic, private and educational use only. You agree not to use our site for any commercial or business purposes.
- 10.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

- 10.7 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

11. **Uploading content to our site**

- 11.1 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#). We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

- 11.2 You warrant that any such contribution does comply with our content standards. You will be liable to us and indemnify us for any breach of such warranty and any breach of Section 11.4 below. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

- 11.3 By uploading content to our site you hereby do and shall grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit such content in connection with our site, our related services, and our (and our successors and assigns') business, including without limitation for promoting and redistributing part or all of our site (and derivative works thereof) or our services in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of our site and/or our services a non-exclusive license to access your uploaded content through our site and our services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such uploaded content.

- 11.4 You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

- 11.5 You understand that all information publicly posted or privately transmitted through our site is the sole responsibility of the person from which such content originated; that we will not be liable for any errors or omissions in any content; and that we cannot guarantee the identity of any other users with whom you may interact in the course of using our site or our services.

- 11.6 When you delete your content from our site, it will be removed from our site. However, you understand that any removed content may persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your content.

- 11.7 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.8 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
- 11.9 The views expressed by other users on our site do not represent our views or values.
- 11.10 We have the right to edit, modify, alter any video, audio or digital media files that you send to us and we may upload such digital media file to our site. By submitting such media to us you waive all moral rights in respect of such media to which you may be entitled to under the Copyright, Designs and Patent Act 1988 (as amended from time to time).

12. **Viruses**

- 12.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 12.2 You must not misuse our site by knowingly introducing or transmitting any data, send or upload any material that contains viruses, Trojan horses, worms, logic-bombs, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code or other material which is malicious or technologically harmful or designed to adversely affect the operation of any computer software or hardware. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 and/or the Police and Justice Act. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

13. **Linking to our site**

- 13.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 13.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 13.3 You must not establish a link to our site in any third party website where this would contravene the terms of use of that third party website.
- 13.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 13.5 We reserve the right to withdraw linking permission without notice.

- 13.6 The website which you are linking to our site must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 13.7 If you wish to make any use of content on our site other than that set out above, please contact info@crea8ingcareers.com.
14. **Third party links and resources in our site**
- 14.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and are subject to the terms of Section 8 (Links) of the Privacy Policy. We have no control over the contents of those sites or resources.
15. **Applicable law**
- These terms of use, their subject matter and formation (including, without limitation, any dispute relating to the existence, validity or termination of these terms of use or any contractual or non-contractual obligation) are governed by, and construed in accordance with English law. We both agree to the exclusive jurisdiction of the courts of England and Wales, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.
16. **Contact us**
- 16.1 To contact us, please email info@crea8ingcareers.com.

PURCHASE TERMS

1. GENERAL

- 1.1 These “**Purchase Terms**” including our terms of website use above, apply to any contract between us for the sale of Products from us to you (a “**Contract**”). Please read these Purchase Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Purchase Terms. If you do not accept these Purchase Terms, you will not be able to order any Products from our site.
- 1.2 You should print a copy of these Purchase Terms or save them to your computer for future reference.
- 1.3 We amend these Purchase Terms from time to time as set out in Section 6 below. Every time you wish to order Products, please check these Purchase Terms to ensure you understand the Purchase Terms which will apply at that time.

2. OUR PRODUCTS

- 2.1 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order.

3. IF YOU ARE A CONSUMER

This Section 3 only applies if you are a consumer.

- 3.1** If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.
- 3.2** As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Purchase Terms will affect your legal rights.
- 4. IF YOU ARE A BUSINESS CUSTOMER**

This Section 4 only applies if you are not a consumer (e.g., a business).

- 4.1** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 4.2** These Purchase Terms, together with our terms of use, constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Purchase Terms or our terms of use.
- 5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 5.1** 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.
- 5.2** 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 by us or that a Contract has been formed. Our acceptance of your order will take place as described in Section 5.4 below.
- 5.3** 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 of an error in the price on our site, we will inform you as soon as possible of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.
- 5.4** The price you pay for the Products (along with any delivery charges) will be deducted from your card at the time you place an order. When the Products are dispatched to you, we will confirm our acceptance to you by sending you an e-mail confirming this (a “**Dispatch Confirmation**”). Any dates in the Dispatch Confirmation are estimates only. The Contract between us will only be formed when we send you the Dispatch Confirmation.

6. OUR RIGHT TO VARY THESE PURCHASE TERMS

- 6.1** We may revise these Purchase Terms from time to time in the following circumstances:
- (a) changes in how we accept payment from you; or
 - (b) changes in relevant laws and regulatory requirements.
- 6.2** Every time you order Products from us, the Purchase Terms in force at that time will apply to the Contract between you and us.

6.3 Whenever we revise these Purchase Terms in accordance with this Section 6, we will keep you informed and give you notice of this by stating that these Purchase Terms have been amended and the relevant date at the top of this page.

7. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This Section 7 only applies if you are a consumer.

7.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in Section 7.2 below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

7.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of seven (7) working days in which you may cancel, starting from the day after the day that you receive the Products.

7.3 To cancel a Contract in accordance with Section 7.2 above of these Purchase Terms, please contact us in writing to tell us by sending an e-mail to: info@crea8ingcareers.com. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

7.4 in accordance with Section 7.2 above of these Purchase Terms, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you gave us notice of cancellation as described in Section 7.3 above of these Purchase Terms. However, if contrary to Clause 7.7 below you fail to return the Products to us, we may deduct a charge, not exceeding the direct costs of recovering the Products supplied under the Contract.

7.5 If you have returned the Products to us under this Section 7 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

7.6 We refund you on the credit card or debit card used by you to pay for the Products.

7.7 If you are cancelling a Contract and the Products were delivered to you:

7.7.1 you must return the Products to us as soon as reasonably practicable;

7.7.2 unless the Products are faulty or not as described (in this case, see Section 7.5 above of these Purchase Terms), you will be responsible for the cost of returning the Products to us;

7.7.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

7.8 Details of your legal right to cancel and an explanation of how to exercise it will be provided in the Dispatch Confirmation.

7.9 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this Section 7 or these Purchase Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. DELIVERY

8.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control (as defined in Section 14.2 below). If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

8.2 Delivery will be completed when we deliver the Products to the address you gave us.

8.3 The Products will be your responsibility from the completion of delivery.

8.4 You own the Products once we have received payment in full, including all applicable delivery charges.

9. NO INTERNATIONAL DELIVERY

9.1 We do not deliver to addresses outside the UK.

9.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

10. PRICE OF PRODUCTS AND DELIVERY CHARGES

10.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.

10.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

10.3 The price of a Product includes 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 the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

10.4 The price of a Product does not include delivery charges. Our delivery charges (if any) are as quoted on our site from time to time.

11. HOW TO PAY

11.1 You can only pay for Products using a debit card or credit card.

11.2 Payment for the Products and all applicable delivery charges is in advance.

12. OUR LIABILITY IF YOU ARE A BUSINESS

This Section 12 only applies if you are not a consumer (e.g., a business).

12.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.

- 12.2** Nothing in these Purchase Terms limit or exclude our liability for:
- 12.2.1 death or personal injury caused by our negligence;
 - 12.2.2 fraud or fraudulent misrepresentation; or
 - 12.2.3 breach of the Purchase Terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.2.4 defective Products under the Consumer Protection Act 1987; or
 - 12.2.5 otherwise, to the extent that such exclusion or limitation is not permitted by applicable law.
- 12.3** Subject to Section 12.2 above of these Purchase Terms, 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:
- 12.3.1 loss of profits, sales, business, or revenue;
 - 12.3.2 loss or corruption of data, information or software;
 - 12.3.3 business interruption;
 - 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of business opportunity, goodwill or reputation; or
 - 12.3.6 any indirect or consequential loss or damage.
- 12.4** Subject to Sections 12.2 and Section 12.3 above of these Purchase Terms, our total liability to you in respect of all other 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 be more than 100% of the price of the Products.
- 12.5** Except as expressly stated in these Purchase Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Purchase 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 Products are suitable for your purposes.
- 13. OUR LIABILITY IF YOU ARE A CONSUMER***This Section 13 only applies if you are a consumer.*
- 13.1** If we fail to comply with these Purchase Terms, we are responsible only for loss or damage you suffer that is a foreseeable result of our breach of these Purchase Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 13.2** We only supply the Products for educational, domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3** We do not in any way exclude or limit our liability for:
- 13.3.1 death or personal injury caused by our negligence;

- 13.3.2 fraud or fraudulent misrepresentation;
- 13.3.3 any breach of the Purchase Terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 13.3.4 any breach of the Purchase Terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 13.3.5 defective products under the Consumer Protection Act 1987; or
- 13.3.6 otherwise, to the extent that such exclusion or limitation is not permitted by applicable law.
- 13.3.7 Subject to Sections 13.1 to 13.3 above of these Purchase Terms, our total liability to you in respect of all other 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 be more than 100% of the price of the Products.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1** 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 Section 14.2.
- 14.2** 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.
- 14.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - 14.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 14.3.2 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 Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. COMMUNICATIONS BETWEEN US

- 15.1** When we refer, in these Purchase Terms, to "in writing", this will include e-mail.
- 15.2** If you are a consumer:
 - 15.2.1 To cancel a Contract in accordance with your legal right to do so as set out in Section 7 above of these Purchase Terms, you must contact us in writing by sending an e-mail to: info@crea8ingcareers.com. You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
 - 15.2.2 If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by pre-paid post to Crea8ing Careers at info@crea8ingcareers.com or 34

Pennington Road, Tunbridge Wells, Kent, TN4 0SL. You can always contact us using our Customer Services telephone line.

15.3 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 address you provide to us in your order.

15.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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. The provisions of this Section shall not apply to the service of any proceedings or other documents in any legal action.

16. OTHER IMPORTANT PURCHASE TERMS

16.1 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 Purchase Terms.

16.2 This contract is between you and us. No other person shall have any rights to enforce any of its Purchase Terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

16.3 Each of the paragraphs of these Purchase 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.

16.4 If we fail to insist that you perform any of your obligations under these Purchase 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.

16.5 If you are a consumer, please note that these Purchase Terms are governed by English law. This means a Contract for the purchase of Products 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.

16.6 If you are not a consumer (e.g., a business), these Purchase Terms are governed by English law. This means that 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), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.