

# TERMS AND CONDITIONS

This page tells you information about Rayflex Rubber (Lour/we) and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website (our site) or agreed in any quotation to you.

Please specifically note clause 9 in relation to our restocking fees. These apply in all circumstances and to both Businesses and Consumers.

These Terms will apply to any contract between us for the sale of Products to you (Contract), however made or formed. Please read these Terms carefully and make sure that you understand them, before ordering any Products from us or our site. Please note that before placing an order online you will be asked to agree to these Terms. If you do not agree to these Terms, you will not be able to order any Products from our site.

If you are placing an order in any other form, any quotation made is based on these terms and these terms only being the basis of any acceptance of a quote.

You should print a copy of these Terms for future reference. We amend these Terms from time to time to set out in clause 6. Every time you visit our website please check these Terms to ensure you understand the terms which apply at that time. These Terms were most recently updated on 11.02.15.

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

## 1. INFORMATION ABOUT US

We operate the website <http://www.rayflexgroup.co.uk/>. We are RAYFLEX RUBBER LIMITED, a company registered in England and Wales under company number 01237019 and with our registered office at Unit 11B, Patinae Industrial Estate, Cheshire, WA4 6QQ. This is also our main trading address. Our VAT number is 153187075.

**1.2 Contacting us if you are a consumer:**  
(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 11, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete email us at [sales@rayflexrubber.co.uk](mailto:sales@rayflexrubber.co.uk). If you use this method we will e-mail you to confirm we have received your cancellation. You can also contact our Customer Services team by telephone on 01925 638753 or by post at our registered address. If you are emailing us or writing to us please include details of your order to help us identify your order. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date we receive the written cancellation.  
(b) If you wish to contact us for any other reason, including because you have any complaints, you may contact us by telephoning our customer service team at 01925 638753 or by e-mailing us at [sales@rayflexrubber.co.uk](mailto:sales@rayflexrubber.co.uk).  
(c) 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.

**1.3 Contacting us if you are a business:** You may contact us by telephoning our customer service team at 01925 638753 or by e-mailing us at [sales@rayflexrubber.co.uk](mailto:sales@rayflexrubber.co.uk). For the avoidance of doubt, any reference in these Terms to 'in writing' includes the use of email.

## 2. OUR PRODUCTS

**2.1** The images of the Products on our site or any other literature 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 reflects the actual colours of the Products. Your Products may vary slightly from those images.  
**2.2** Although we have made every effort to be as accurate as possible, our products are flexible by nature and all sizes, weights and capacities may vary slightly from the specifications indicated on our site have a small tolerance. Please contact us in relation to individual products if you have a specific tolerance or specification that a product must meet.  
**2.3** The packaging of the Products may vary from that shown on images on our site or in any other format.

**3. USE OF OUR SITE**  
Your use of our site is governed by our Terms of website use. Please take the time to read this, as it includes 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. IF YOU ARE A CONSUMER**  
**This clause 5 only applies if you are a consumer.**  
If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

**6. IF YOU ARE A BUSINESS CUSTOMER**  
**This clause 6 only applies if you are a business.**  
If you are a business customer, you must confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

**6.2** These Terms and any document expressly referred to in constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.  
**6.3** You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.  
**6.4** You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

**7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

## FOR ORDERS PLACED THROUGH OUR WEBSITE:

**7.1** Our shopping process allows you to go 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.  
**7.2** 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 7.3.  
**7.3** We will confirm our acceptance to you by sending you an order that confirms that the Products have been ordered (Order Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.  
**7.4** 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 because of an error in the price on our site as referred to in clause 14, we will inform you 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 including any delivery costs charged as soon as possible.

## FOR ORDERS PLACED IN ANY OTHER WAY:

**7.5** A member of our sales team will discuss with you your requirements and provide you with a quote for our product and any services or fabrication that you require.  
**7.6** When you accept our quote, this does not mean we have accepted your order. Our acceptance of the Order will take place as described in clause 7.7. If we are unable to supply you with the Products and/or Services, we will inform you of this and we will not process the Order.  
**7.7** These Terms will become binding on you and Us when We confirm to you that We are able to provide you with the Products you have ordered. We will also confirm in writing to you (Order Confirmation), at which point a contract will come into existence between you and Us.

## 8. MADE-TO-MEASURE PRODUCTS

**8.1** We make such Products according to the measurements you provide to us. You can find information and tips on how to measure on our website, or by contacting us.  
**8.2** Please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure Products if the reason for the return is because you provided us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Products that are faulty or not as described within our tolerance. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

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**8.3** If you require any form of certificate of specification then you will need to notify us in advance and you will also be responsible for any additional costs associated with obtaining this.

**9. RE-STOCKING FEES**  
**9.1** Some of the Products that we supply are of a size and scale that require significant handling and labour to enable them to be delivered or returned. For this reason if you are a consumer and you wish to cancel your contract with us in accordance with the rights set out in clause 11, or you are a business and we agree to accept return of the goods, we do reserve the right to charge a reasonable restocking fee to cover the costs of lifting and returning goods to our warehouse, even if you have arranged the direct return of the goods to us.

**9.2** If a restocking fee is applicable, we will notify you at the time that we acknowledge your cancellation in the case of consumers, or at the time we agree to accept return of the goods if you are a business.

**9.3** All restocking fees will be deducted from any refund applicable in the circumstances, providing full payment was made in advance. If you wish to cancel your contract, a restocking fee will be invoiced separately.

**9.4** Any restocking fee may not exceed 10% of the order value in any circumstances.

**10. OUR RIGHT TO VARY THESE TERMS**  
**10.1** We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.  
**10.2** Every time you visit our website from us, the Terms in force at the time of your order will apply to the Contract between you and us.

**10.3** We may revise these Terms as they apply to your order from time to time if the following circumstances changes in relevant laws and regulatory requirements.

**11. YOUR CONSUMER RIGHT OF RETURN AND REFUND**  
**This clause 11 only applies if you are a consumer.**

**11.1** If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 11.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or 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 goods is available from your local Citizens' Advice Bureau or Trading Standards office.  
**11.2** However, this cancellation right does not apply in the case of any of our Products which are Made-to-Measure in accordance with clause 8 or subject to any further specific fabrication by ourselves as part of an order that we have accepted from you. This includes any Products which become mixed inseparably with other items after their delivery.

**11.3** Your legal right to cancel a Contract starts from the date the Order Confirmation is sent to you. Your deadline for cancelling the Contract is 14 days after the date on which you receive the Product.  
**11.4** To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to follow the steps in clause 1.2 above.  
**11.5** If you cancel your Contract we will:

(a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund 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 collect the goods, we may later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.  
(b) refund delivery costs up to a maximum of a quarter of the product value, please note that this does not include any delivery costs if you've ordered an incorrect item. You are responsible for returning the goods to us in the condition they were received. Alternatively with your agreement we can arrange collection of the goods on your behalf and deduct the costs of collection.  
(c) If we ship the wrong item we will arrange uplift of the goods and reship the correct items as soon as the goods have been collected. Alternatively we will refund in full the order.  
(d) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you, 14 days after the day on which we receive the Product back from you, or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return Products to us, see clause 11.8;  
(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.  
**11.6** If you have returned the Products to us under this clause 11 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

**11.7** We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.  
**11.8** If a Product has been delivered to you before you decide to cancel your Contract:

(a) You must notify us in writing of your intention to cancel the order;  
(b) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either return it to our trading address or hand it to our authorised carrier. If we have offered to collect the Product from you, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;  
(c) unless the Product is faulty or not as described (in this case, see clause 11.6), you will be responsible for the cost of returning the Product to us. If the Product is one which cannot be returned by post or by your designated courier, we can arrange collection on your behalf with our chosen courier and will deduct the collection fee from any refund payable. Please note, the cost of 3<sup>rd</sup> party collection is usually higher than the original dispatch fee.

**11.9** Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 11 or anything else in these Terms. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

## 12. DELIVERY

**12.1** We dispatch as soon as possible on all orders (usually within 48 hours on "off the shelf" items and 3-5 days on "made" goods), and on stock shortages within 30 days after the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). We will notify you if there are stock shortages which provide an anticipated delivery date. If you require a delivery by a certain date this must be notified to us in writing upon order receipt. If this date is not achievable we will advise. Occasionally our site or the Product may be affected by an Event Outside Our Control. See clause 20 for our responsibilities when this happens.

**12.2** If no one is available at your address to take delivery, our couriers will leave you a note that the Products have been returned to your nearest depot. In which case, please contact us to rearrange delivery. Please note that some of our Products have substantial delivery charges, and if there is a failed delivery, we reserve the right to charge you again for further re-delivery.

**12.3** Delivery of an Order shall be completed when we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us and the Products will be your responsibility from that time.

**12.4** If you sign for the goods as being received in good condition you are accepting receipt of the goods. This invalidates our insurance with the couriers and means we cannot claim on your behalf for the damaged goods. If

you receive goods in obviously damaged condition please always note on the courier acceptance that the goods are damaged and that they've not been received in good condition. Please notify us immediately in writing to [sales@rayflexgroup.co.uk](mailto:sales@rayflexgroup.co.uk) or by calling 01925 638753 and we can take this up with the carrier on your behalf.

**12.5** You own the Products once we have received payment in full, including any delivery charges.

**This clause 12.6 only applies if you are a consumer.**

**12.6** If we miss the 30 day delivery deadline for any Products (except for made to measure products, or where an order is cancelled or delayed due to being out of stock), you may cancel your Order straight away if any of the following apply:

(a) we have refused to deliver the Products;  
(b) we have delayed the delivery deadline we essential (taking into account all the relevant circumstances); or  
(c) you told us before we accepted your order that delivery within the delivery deadline was essential.  
**12.7** If you do not wish to cancel your order straight away, you do not have the right to do so under clause 12.6, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

## 13. INTERNATIONAL DELIVERY

**13.1** We deliver to the countries detailed on our website (International Delivery Destinations). If you require delivery to countries not listed on our website, please contact us directly. However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before placing your order.  
**13.2** If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we do not control over these charges and we cannot predict their amount.  
**13.3** You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for more information about paying your order.  
**13.4** You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## 14. PRICE OF PRODUCTS AND DELIVERY CHARGES

**14.1** The prices of the Products will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of the Products are correct at the time when the relevant information was entered onto the system. However please see clause 14.5 for what happens if we discover an error in the price of Product(s) you ordered.  
**14.2** Prices for our Products may change from time to time, but changes will not affect any order you have already placed.  
**14.3** The price of a Product, unless otherwise indicated, excludes VAT. Where VAT is applicable to the Products your order will be applied at the current rate and chargeable in the UK for the time being within your order summary before you place an order. 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.  
**14.4** The price of a Product does not include delivery charges. Our delivery charges are as advertised on our website. The check-out process before you confirm your order, or as discussed with a sales representative. To check relevant delivery charges, we advise that you contact us directly as they differ depending upon the size of the Product you are ordering.

**14.5** Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover that the price of a Product on our site is incorrectly ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not be liable or responsible if you 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 price of the Product is incorrectly priced and we could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

**15. PAYMENT**  
**15.1** If ordering through our site you can pay for Products using a debit card or credit card through the payment system operated on our site, or by cheque if that option is selected. In either case, the Products will not be dispatched until payment has been received and cleared. If you are wishing to order under approved credit account, your order will need to be placed with us directly via the telephone.  
**15.2** If you are placing an order in any other way than through our site, the method of payment will be as agreed with the relevant sales representative when any quote is provided. We do not separate any debit or credit card payment made by credit or debit card through the method stated within the Order Confirmation.

**15.3** Payment for the Products and all applicable delivery charges is in advance, unless you hold an approved credit account for the Products. For details of an account, please contact us directly.  
**15.4** If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Royal Bank of Scotland 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.

## 16. MANUFACTURER'S WARRANTIES

**16.1** Some of the Products we sell to you come with a manufacturer's guarantee, or will have elements that may be covered by such guarantees. For details of the applicable terms and conditions, please contact us directly.  
**16.2** If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your 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.

## 17. OUR WARRANTY FOR THE PRODUCTS

**17.1** Our products are rigorously tested by the manufacturers to ensure that the products you receive meet the relevant industry standards (please request product technical specifications for standards tested to for the item you require). The individual components of any of our products may benefit from a Manufacturers guarantee as set out at clause x.  
**17.2** In order to be eligible for a replacement under this warranty, if you required a product to be made according to a specification then we must have had written confirmation of the specification prior to order confirmation.  
**17.3** If a problem occurs with one of our products and the problem is caused by manufacturing defects in material, we will, at our discretion, replace the defective product, subject to:

(a) You being the first purchaser of the Product;  
(b) The defect being a material defect not as a result of fair use of the Product in the context of its environment;  
(c) The defect being a material defect not as a result of installation and subsequent use if it is apparent upon delivery.  
Our inspection of the goods upon return of them to us.

**17.4** The warranty in this clause does not apply to any defect in the Products arising from:  
(a) fair wear and tear;  
(b) willful damage, abnormal storage or working conditions, accident, negligence by you or by a third party;  
(c) if you fail to operate or use the Products in accordance with the instructions;  
(d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or  
(e) any specification provided by you.  
You are responsible for the costs of returning the Product to us to inspect any manufacturing defects.

**17.5** To the extent permitted by law, any implied warranties are hereby excluded and this warranty is limited to the value of the Products returned for inspection.

**17.6** If you are a consumer, this warranty is in addition to, and does not affect, your 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.

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## 18. OUR LIABILITY IF YOU ARE A BUSINESS

**This clause 18 only applies if you are a business customer.**

**18.1** Unless we have agreed otherwise in writing, we only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes. If you intend to resell any of our Products, we must be made aware in writing of the proposed application, use and environment in which goods are going to be used prior to any order. We are not liable to supply, or comment as to suitable products for such uses. If you do not discuss such options with us in writing then the default position under these terms shall be that clause 18.1 shall be the position on which we are to be taken.

**18.2** Nothing in these Terms limits or excludes our liability for: death or personal injury caused by our negligence; (a) fraud or fraudulent misrepresentation; (b) breach of the terms of the contract under section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (c) defective products under the Consumer Protection Act 1987.

**18.3** Subject to clause 18.3, we will under no circumstances whatever be liable to you (or any third party that you may have resold to in breach of clause 18.1), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:  
(a) any loss of profits, sales, business, or revenue;  
(b) loss or corruption of data, information or software;  
(c) loss of business opportunity;  
(d) loss of anticipated savings;  
(e) loss of goodwill; or  
(f) any indirect or consequential loss.

**18.4** Subject to clause 18.3, 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 100% of the price of the Products. Except as expressly stated in these Terms, we do not give any representation, warranty or undertaking in relation to the Products. 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.

**18.5** In particular, we will not be responsible for ensuring that the Products are suitable for your purposes, or anybody else's purposes to whom you may have resold our Products.

## 19. OUR LIABILITY IF YOU ARE A CONSUMER

**This clause 19 only applies if you are a consumer.**  
**19.1** 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.

**19.2** We only supply the Products for domestic and private use. You agree not to use any of our Products 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.

**19.3** We will not be liable to you for any loss or damage for:  
(a) death or personal injury caused by our negligence;  
(b) fraud or fraudulent misrepresentation;  
(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or  
(d) any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and  
(e) defective products under the Consumer Protection Act 1987.

## 20. EVENTS OUTSIDE OUR CONTROL

**20.1** We will not be liable or responsible for any failure to perform, or delay in performing, our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 20.2.  
**20.2** 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 of preparation of war, natural disasters, including 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.

**20.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:  
(a) we will contact you as soon as reasonably possible to notify you; and  
(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended to 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.

**20.4** 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 Products you have already received and we will refund the price you have paid, including any delivery charges.

## 21. OTHER IMPORTANT TERMS

**21.1** 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. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty, and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree 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.

**21.2** If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**21.3** If you are a business, we will 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).

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