

## **Congleton Garden Machinery Limited: Terms and Conditions**

These Terms apply in relation to all contracts between (1) Congleton Garden Machinery Ltd of Unit 7, Congleton Trade Centre, Back Lane, Congleton CW12 4XJ (company no. 02483323) (**Us**) and (2) customers purchasing goods, engaging services, using loan or demo machinery, or hiring goods from the Supplier (**You**), including sales from our websites [www.polarisquad.co.uk](http://www.polarisquad.co.uk) and [www.mowersplus.co.uk](http://www.mowersplus.co.uk), through online auction sites and under any of our trade names.

Some clauses only apply to certain contracts or types of customer; this will be made clear from the clause heading.

### **1. Definitions and Interpretation**

1.1 In these Terms, the following words shall have the following meanings:

- 'Consumer' has the same meaning as under the Consumer Rights Act 2015.
- 'Goods' means any goods, parts or equipment to be purchased from us by you.
- 'Machinery' means our plant, machinery or equipment which you hire pursuant to these Terms.
- 'Materials' means any materials, goods, parts or items we need to buy in order to perform the Services.
- 'Services' means advice and labour we will provide in connection with your machinery or equipment, more particularly as stated in the estimate, and as we agree from time to time, and shall include any parts we supply to you.

1.2 In these Terms unless the context otherwise requires:

- words importing any gender include every gender;
- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- where the word 'including' is used in these Terms, it shall be understood as meaning 'including without limitation'.

### **2. Ordering Goods from us, other than where Goods are immediately available and purchased in person**

2.1 When you place an order to purchase Goods you are making an offer to buy from us the Goods you have specified at the price stated for those Goods. At this stage there is not a binding contract between you and us.

2.2 We will acknowledge your order. The acknowledgment is to confirm that we have received your order whether in person, by email (if you have placed the order online) or by post. The confirmation will provide details of what you have ordered, the price that will be charged as well as other information about the progress of your order and estimated dispatch and delivery information. At this stage there will not be a binding order between you and us.

2.3 We will contact you by email or by post to let you know when the Goods have been dispatched. This communication will be our acceptance of your order (**Order Acceptance**). At the time the Order Acceptance is sent by us (which may be different to the time you receive it) there will be a binding contract between you and us.

2.4 The Order Acceptance will only cover the Goods mentioned in it and may not cover all the Goods you ordered. If this is the case then the offer you made for those Goods will only be accepted when we send a further Order Acceptance.

### **3. Price of the Goods**

3.1 We try our best to display accurate and up to date prices, whether in our catalogues or on our web site. However, for a purchase pursuant to clause 2, we cannot state the definite price until we send you the Order Acceptance.

3.2 If the price of the Goods is different at the time we are ready to send the Order Acceptance to what it was at the time you placed your order then two things can happen:

3.2.1 if the price is lower at the time we send the Order Acceptance then we will charge you the lower price and dispatch the goods; or

- 3.2.2 if the price is higher at the time we send the Order Acceptance then we will either cancel your order or contact you to ask you either whether you wish to pay the higher price or to cancel your order. If the order is cancelled by us or you do cancel the order then if you have already made any payment(s), we will make a refund.
- 3.3 When you place an order online or by mail order you authorise us to debit the credit, debit or other card you specify on your order for the amount of the order at the time we send the Order Acceptance.
- 3.4 We provide our Goods through a variety of sources: online, at our shops, via catalogues and mail order as well as through trade shows. The prices for the same Goods may be different among these.

#### **4. Delivery and dispatch of Goods, where we are to deliver Goods to you**

- 4.1 The availability of the Goods is as shown online or in our catalogues. They are only estimates and should not be relied on as definite statements as to whether the Goods you wish to purchase are actually in stock.
- 4.2 Any times and dates given for dispatch of Goods (or the length of time that Goods will take to be delivered) are only estimates. If we are unable to meet any stated dispatch or delivery dates or times we will inform you as to the progress of your order. If the delay will be substantial (that is take more than 30 days from when you place your order) or if the Goods will not be available at all for dispatch we will offer you the option either to cancel your order and refund any payment(s) you have made or allow you to choose alternative Goods.
- 4.3 We only make deliveries in the mainland of the United Kingdom.
- 4.4 We may deliver the Goods in one or more instalments and some of the Goods may be delivered directly from the manufacturer of the Goods.
- 4.5 The risk in the Goods shall pass to you upon leaving our premises with you or with an independent carrier. Where you are a consumer, risk will pass once the Goods are in the physical possession of you or your nominee, placed in your agreed safe-place, or with your requested carrier, whichever is earlier. For the avoidance of doubt, we are not liable for loss of, or damage to, Goods after risk has passed.

#### **5. Property in the Goods and Materials (Retention of title)**

- 5.1 The property in Goods and Materials shall not pass to you until we have received the payment of the sums due with regard to the Goods and Services (and any other sums that are due or owing to us) in full, whether or not delivery has been made or the Services are completed.
- 5.2 During such time as title remains in us, you shall store or otherwise keep those Goods and Materials in such a way as clearly to indicate at all times that they are owned by us and shall not remove, obscure or delete any mark placed on them by us which may enable them to be identified.
- 5.3 You shall hold those Goods and Materials as our bailee and to our order until we have received payment in full.

#### **6. Rejection of Goods, where you are a Consumer**

- 6.1 If the Goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, you may have the right to reject them. If you have the right to reject the Goods, then you must let us know that you are rejecting the Goods and bringing our contract to an end. We prefer that you let us know in writing (by email or by letter). You can also use another method of communication (such as by telephone or calling in at our office). Our contact details are: Unit 7, Congleton Trade Centre, Back Lane, Congleton CW12 4XJ – telephone 01260 278332 – e-mail [sales@mowersplus.co.uk](mailto:sales@mowersplus.co.uk).
- 6.2 You have 30 days to exercise the right to reject the Goods, starting with the day after the Goods are delivered to you. If you do not reject the Goods within 30 days, you still have available to you other remedies, such as having the goods repaired or replaced.
- 6.3 If you reject the Goods within the 30-day period, we will:
  - 6.3.1 either:
    - (a) arrange to collect the Goods from you, or

- (b) ask you to send the goods back to us (at our expense, except for the costs of you getting the Goods to the place at which you got possession of them, which we will require you to do); and
- 6.3.2 refund the amount you paid for the Goods within 14 days of us agreeing that you are entitled to a refund.
- 6.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Goods from our site. The importation or exportation of certain of our Goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the Goods you purchase.

## **7. Repair/Replacement of Goods, where you are a Consumer**

- 7.1 Where you are entitled to request the repair/replacement of faulty Goods pursuant to section 23 of the Consumer Rights Act 2015, we will be justified in refusing a repair if it would be disproportionate. In that event, we may elect to offer a replacement, if we are satisfied that the Goods are faulty.
- 7.2 You are only entitled to exercise this statutory right once.
- 7.3 Where we agree to replace Goods, the replacement will be delivered to you at our cost, provided that this is no further than the location at which you took possession of the Goods. You must cover the cost of delivery beyond that. Risk in the replacement Goods will pass to you as provided for at clause 4.5.

## **8. Cancellation by you of Goods order, where you are a Consumer**

- 8.1 We do not accept the cancellation of orders for Goods unless you are entitled to this by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where these apply, you must notify us of your decision to cancel within 14 days of delivery.
- 8.2 You must return the Goods to us at your cost and at your risk. We will then refund the purchase price and a basic postage cost for the delivery of the Goods to you.
- 8.3 Your right of cancellation will not apply if the Goods are bespoke or personalised or you have removed a seal or damaged the Goods or packaging.
- 8.4 We will deduct from any funds repayable to you a reasonable charge for your use of the Goods or any reduction in value as a result of your handling of the Goods.

## **9. Cancellation by us of Goods order, in all cases**

We reserve the right to cancel the contract between us and refund monies paid by you if:

- 9.1 We have insufficient stock to deliver the Goods you have ordered;
- 9.2 The Goods are no longer available due to a lack of supply to us;
- 9.3 We do not deliver to your area; or
- 9.4 One or more of the Goods you have ordered was listed at an incorrect price.

## **10. Cancellation by you of Services, in all cases**

- 10.1 Once we enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract or by law.
- 10.2 If we agree to cancel then you will be responsible for the cost of:
  - 10.2.1 any of our time in performing the Services up to the date we stop providing the Services;
  - 10.2.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 10.3 In the circumstances stated in clause 10.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 10.4 If you:

10.4.1 purport to cancel the contract; or

10.4.2 give notice purporting to cancel; or

10.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in clause 10.2 or by law or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

## **11. Exclusion of liability in all cases**

11.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or results in death.

11.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of Goods for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

11.3 Time shall not be of the essence for:

11.3.1 sourcing of the Goods;

11.3.2 delivery of the Goods;

11.3.3 any times for when the Services are to be performed, whether given or agreed to by us; or

11.3.4 the length of time that any of the Services are to take, whether or not specified in the estimate.

11.4 We do not accept any liability, nor will we agree a refund, repair or replacement, where Goods have been used by you incorrectly, not in accordance with instructions or for a purpose for which the Goods are not intended.

## **12. Repair/Replacement of Goods and additional exclusions in relation to Goods if you are not a Consumer**

12.1 For the purposes of this clause, 'the Conditions' means:

12.1.1 the correspondence of the Goods with any description; and/or

12.1.2 the quality of the Goods; and/or

12.1.3 the fitness of the Goods for any purpose(s) whatsoever (whether made known to the Supplier or not).

12.2 Save for the warranty we offer at clause 12.4, all terms, conditions or warranties implied by statutory or common law relating to the Conditions concerning the Goods are excluded from our contract with you to the fullest extent permitted by law.

12.3 We shall not incur or accept any liability concerning any representation made by us (or made on our behalf) to you (or any person acting on behalf of you or any officer, employee, contractor, customer or agent) where such representation was made or given in relation to the Conditions.

12.4 Save for Goods sold at a trade sale or 'sold as seen', we will, at our option, either make good by repair or by the supply of a replacement, defects which, under proper use, appear in the Goods within a period of 21 days after the Goods have been delivered, provided that:

12.4.1 you notify us in writing of the claimed defects immediately on their appearance;

12.4.2 we are satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by you for which we have disclaimed responsibility in writing), materials or workmanship; and

12.4.3 if required by us, the Goods claimed to be defective are returned to us at your expense.

12.5 As an alternative to clause 12.4, we shall be, in our absolute discretion, entitled to return the sums paid by you for the Goods to you if you have already paid such sums when the claimed defect is notified by you to us.

12.6 If Goods are sold at a trade show, they are sold as seen. You warrant to us that you have inspected the Goods and that any defects are at your risk. We will not offer refunds for Goods which are sold as seen.

### **13. Warranties in relation to Goods and Materials**

13.1 We only offer warranties in relation to Goods and Materials (a) to Consumers pursuant to their statutory rights, (b) as at clause 12.4 or (c) in specific cases where the Goods are under a manufacturer's guarantee or warranty in which case we will let you know. No other warranties are provided and they are excluded to the extent permitted by law.

13.2 Warranties only cover faults which may occur due to faulty components or workmanship, but exclude consumable items, fair wear and tear, defects caused by misuse, contaminated or stale fuel, or burnt or snapped belts.

13.3 Where Goods are covered by a warranty, we may charge for delivery and/or collection of the Goods, if this is not covered by the manufacturer.

### **14. Entering into a contract for Services**

14.1 A contract between you and us will come into being in one of two ways:

14.1.1 when you sign the estimate we and you will enter into a legally binding contract on the date you sign.

14.1.2 where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.

14.2 Once we have entered into a legally binding contract we will normally start providing the Services to you at the agreed location straight away or on a date agreed between us. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

### **15. Price and payment for Services**

15.1 We only provide estimates and not quotations or binding indications of how much we will charge. Estimates are normally valid for a period of 14 days from the date they are given.

15.2 As we provide an estimate we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:

15.2.1 what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Service; or

15.2.2 when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services.

15.3 Where the amount of work involved is greater than that stated in an estimate the following will happen:

15.3.1 if the amount of extra time we need to spend to finish performing the Services will mean that the extra amount payable by you will not exceed 5% of the amount stated in the estimate, then we will carry on providing and completing the Services without contacting you and obtaining your agreement;

15.3.2 otherwise we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless:

(a) it is not possible to contact you within a reasonable time; or

(b) it is not safe not to carry out and finish performing the Services (for example, your goods may be left in a dangerous condition or unprotected from theft if the Services are not completed).

15.4 Payment for the Services is normally made in two ways, either:

15.4.1 at the time we finish performing the Services; or

15.4.2 in a number of staged payments, often involving:

(a) the payment of a deposit of 10% before we commence performing the Services; and

(b) the payment of the remaining amount we will be charging you either on completion of the Services or in a number of fixed payments paid at regular periods.

Which option we will use will be indicated on the estimate.

15.5 You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

## **16. Additional Materials when we are providing Services**

16.1 At the time we perform the Services we may not have all the Materials we need to perform the Services. This may be for a number of reasons such as:

16.1.1 we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or

16.1.2 where we have provided an estimate, it may not have been reasonably possible to establish the need for particular Materials at the time we provided the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or

16.1.3 whether or not we have provided an estimate, the condition of an item or the area which is the subject of the Services may only become apparent when we start performing the Services and it was not reasonably possible to establish it until that point.

16.2 In such cases we may need to buy Materials, which will be added to the amount you are to pay to us for the Services. If Materials are available from a local supplier then we normally wish to travel to the supplier and buy the Materials and return to continue performing the Services. We may charge for the travel time at our normal charging rate. If the Materials are not available from a local supplier we normally order the Materials and return on another occasion to continue to perform the Services.

## **17. Timing for provision of Services**

17.1 We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

17.1.1 we will start performing the Service by a specified date or time; or

17.1.2 we will complete the performance of all the Services by any specified date or time; or

17.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

17.2 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract. In this event you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

17.3 There are certain situations or events that occur that are not within our reasonable control (some examples are given in clause 17.4). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay before we can start or continue performing the Services.

17.4 The following are examples of events or situations which are not within in our reasonable control:

(a) where weather conditions make it impossible or unsafe for us to perform any of the Services;

(b) if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

(c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);

(d) for other some unforeseen or unavoidable event or situation which is beyond our control.

## **18. Services: our obligations to you in relation to your goods and your duty to collect**

- 18.1 Whilst we are providing the Services to you, we will exercise reasonable care and diligence to ensure the safety of your goods whilst they are at our premises.
- 18.2 When the Services have been completed and we have contacted you to advise you of the completion, our obligation at clause 18.1 will come to an end. In that event:
  - 18.2.1 You must promptly collect your goods at that stage (unless we have agreed to deliver them to you);
  - 18.2.2 You will be liable to us for a daily storage charge of £100 should you fail to collect your goods within 24 hours of our request.
  - 18.2.3 We will not be liable for any damage caused to your goods, or any theft of those goods, whether or not arising out of our negligence, any failure in our duties as bailee, or otherwise.
- 18.3 In the event that we do accept liability for any damage to your goods and where the goods require replacement, we will only replace with like-for-like and not with new.

## **19. Machinery Hire by you**

- 19.1 This clause applies where you hire Machinery from us.
- 19.2 The period of hire shall commence on the date on which the Machinery is collected by or delivered to you. The period of hire shall end on the earlier of the following days: the day on which it is redelivered to us at the delivery point agreed, or the day on which it is collected by us from you at the delivery point agreed, or on the expiry of the 84th day of the period. You shall in any event return the Machinery to us not later than the end of the 84th day of the period of hire.
- 19.3 On or before taking delivery of the Machinery, you shall pay to us the minimum hire rent specified in our quotation, and shall pay punctually and in full the hire rent weekly in advance, the first such payment to be made immediately upon expiry of the minimum period of hire. The date of delivery and the date of redelivery shall be counted as whole days for this purpose.
- 19.4 You shall report any defects or malfunction in the Machinery within 48 hours of delivery and shall, if so requested by us, return the Machinery to the delivery point for inspection by us. If we agree in our absolute discretion that the Machinery is not functioning properly, it shall use all reasonable endeavours (but shall not be bound) to provide a suitable replacement item or items from our stock. Subject only to the above, we accept no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by you or by any third person (including your servants or agents), except that we do not by this exclude its liability for death or personal injury arising out of the negligence of us, our servants or agents.
- 19.5 The Machinery shall be under your control at all times from delivery until redelivery, and you shall ensure that the Machinery is used safely and without risk to health, is used by competent and duly licensed operators as the case may be, and is not used for any purpose for which it is not designed or reasonably suitable. You warrant to us that any users of the Machinery are competent in its safe and proper use and handling.
- 19.6 You shall keep the Machinery in your sole possession and shall not lend or sublet it to any person or otherwise part with possession of it in any way. You acknowledge that the Machinery remains our property at all times and must not in any circumstances be sold or used as security. You shall not permit any lien to be created on the Machinery or pledge our credit for repairs to it.
- 19.7 You shall be responsible for and shall indemnify us against all loss or damage caused to or by the Machinery from whatever cause arising.
- 19.8 You shall keep the Machinery insured against loss or damage and third party risks and shall produce evidence of such insurance to us, and we shall be entitled to withhold delivery until such production.

## **20. Our right to terminate Machinery hire contract**

These Terms and the hiring constituted by them shall without notice but at our option, and you shall no longer be in possession of the Machinery with our consent, in any of the following circumstances:

- 20.1 a default by you in the payment of any money due under these Terms for a period of 7 days;
- 20.2 a breach by you of any of the provisions of these Terms other than those relating to the payment of money;
- 20.3 you presenting or allowing to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the implementation of any procedure for the taking control of goods against you;
- 20.4 you entering into or attempting to enter into a composition with creditors or (in the case of a limited company) going into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by us in writing;
- 20.5 a receiver or administrator being appointed in respect of your assets or any of them, or a meeting, whether formal or informal, being called of your creditors or any of them.

## **21. Value Added Tax (VAT)**

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

## **22. Late payment**

If you fail to make payment by the date or time we and you agree we may:

- 22.1 charge you interest (at Royal Bank of Scotland's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them; and/or
- 22.2 if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you, and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

## **23. Force majeure**

Neither party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms that result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either party may terminate these Terms by written notice to the other party.

## **24. Loan and Demonstration Machines**

In return for us allowing you temporary use of any machinery or equipment, either on loan or your use of a demonstration item ("Loaned Item"), you agree that:

- 24.1 you will not cause, or allow the Loaned Item to be loaned, rented, or driven by any other person.
- 24.2 the Loaned Item will not be taken beyond a radius of fifty (10) miles from Congleton.
- 24.3 until its return, you will preserve and protect the Loaned Item from loss or damage and will be liable for all costs of repairs or replacement regardless of fault.
- 24.4 the Loaned Item is used by you entirely at your risk and we shall not be liable to you for any losses whatsoever (except personal injury or death arising from our negligence).
- 24.5 the exclusion at 11.2 applies.

## **25. Entire agreement**

Save for your statutory rights, these Terms contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into these Terms on the basis of any representation that is not expressly incorporated into these Terms. Nothing in these Terms excludes liability for fraud.

**25. Amendments to these Terms**

25.1 We will have the right to amend these Terms where:

25.1.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or

25.1.2 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

25.2 Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

**26. Assignment**

Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these Terms without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under these Terms to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under these Terms.

**27. Severance**

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

**28. Law and jurisdiction**

The validity, construction and performance of these Terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

**29. Third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of these Terms, these Terms are not intended to, and do not, give any person who is not a party to it any right to enforce any of its provisions.