



And phase-3

PROFILE WRAPPED MOULDINGS IN PAPER AND PVC
The Factory, 20 East Road, Bridport, Dorset, DT6 4AA
Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

Design Services Terms

These are the terms and conditions on which we will provide you with kitchen design services.

1. Information about us and how to contact us

- 1.1. We are F G Parker & Co Limited a company registered in England and Wales trading as Phase 3. Our company registration number is 03642103 and our registered office is at The Factory 20 East Road Bridport Dorset DT6 4AA.
- 1.2. You can contact us by telephoning 01308 422987 or by writing to us at office@fgparker.co.uk or The Factory 20 East Road Bridport Dorset DT6 4AA.
- 1.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2. Initial Consultation

- 2.1. We will talk to you about your requirements at an initial consultation. (If you wish to factor any critical aspect into the design of the kitchen, you should identify this to us at that consultation. If you have a preference for the position and/or style of your sink and/or cooker and/or hob and/or fridge or any other items, you should also identify this to us at the same time.) If you describe your kitchen space and/or give us any rough measurements at that consultation, we will give you a general assessment of that space at the consultation.

3. Surveys and Measurements and Information

- 3.1. The design services will not include carrying out a site survey or taking measurements of your kitchen or carrying out any structural survey or offering or providing opinions or advice about structural or other building related matters. You therefore agree that the following shall apply:
 - 3.1.1. in addition to giving us measurements of the kitchen, you must give us all relevant information about the kitchen, including details of room layout, location of doors, windows, any low ceilings, variation in floor level, and any nibs or boxed-in pipework that may affect the area which might be covered by kitchen cabinets or other items to be fitted.
 - 3.1.2. unless we agree otherwise, we require all of the information and measurements to be shown on a two-dimensional drawn plan provided by you to the extent that it is practicable to provide information and measurements in the form of such a plan.
 - 3.1.3. we will work exclusively from the information about and measurements of the kitchen that you or your appointed agent give us.
 - 3.1.4. you will be solely responsible for the correctness of all such information and measurements. We would recommend that your kitchen fitter checks the measurements you are supplying.



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- 3.2. In providing the kitchen design services, we will not check, and will not be responsible for checking, the information or measurements provided by you and we will accept no liability for material errors in such information or measurements.
- 3.3. Where such information or measurements is/are materially incorrect and as a result our design is inappropriate for the kitchen space in any material respect, or, where we provide products, we order or supply materials or products whose size, type, or number is wrong as a result of us using that materially incorrect information or measurements, you agree that you will bear any resulting additional costs and expenses.
- 3.4. Those additional costs and expenses might include our additional charges for altering the design of/redesigning the kitchen, or, where we provide the products and we order or supply materials or products of the wrong size, type, or number, those additional costs and expenses might include any additional price for our supply of products, our additional charges for altering, re-making or replacing those materials or products or other error rectification work.
- 3.5. If you are having relevant building or other works carried out to the kitchen and those works are only to be completed after you give us information about or measurements of the kitchen, there will be a risk that that information or measurements will be materially incorrect (in particular because walls / surfaces / floors / ceilings / doors / windows may be unknown / unfinished at that time so that you cannot compile accurate measurements or complete and accurate information). You should therefore instead defer giving us that information or measurements until after all relevant building or other work is complete, and if you do not defer doing so, you accept the risk that you may incur additional costs and expenses as outlined above.

4. Provisional Design

- 4.1. After we have the measurements of your kitchen, we will produce a provisional design in writing for the kitchen and send it to you. The provisional design may include alternative suggestions between which you may choose. The provisional design will include the following elements:
 - 4.1.1. description and details of the design,
 - 4.1.2. floor plan for the re-design of the room,
 - 4.1.3. a list of main types of products required for the design (cabinets, appliances, parts etc.), and
 - 4.1.4. photo-realistic 3D visuals (renders).
- 4.2. The provisional design will also include an approximate budget for the products required from the design but it will only be indicative because an exact budget cannot be produced until you have approved a final design and we have given you figures for the necessary products. The



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approximate budgets will include the cost of the supply of the products but not the installation or fitting of the products.

- 4.3. The provisional design will only be our interpretation of your requirements based on initial information. It will be our initial suggestions for the design of the kitchen, and it is intended to form the basis for further discussion with you and to be subject to subsequent changes to meet your requirements. The initial and any subsequent versions of the provisional design will not be final or suitable for use for the purpose of providing any products.

5. Final Design

- 5.1. Once you have considered the provisional design we will then develop it through further discussions with you and receipt of any further information or requirements from you. We may, as part of that process, provide you with further suggestions, information and/or materials.
- 5.2. Only when we have confirmed in writing to you that a particular version of the provisional design that we have issued to you is final and you have also signed it to indicate your approval of it, will it become the final design which can be implemented.
- 5.3. All versions of our provisional design and all designs, illustrations, descriptions or other items contained in either any sales literature or other material or on our website are only intended to be for general illustrative purposes and We do not represent, warrant or undertake that the final design will include or match anything in any such items.
- 5.4. When you sign off a provisional design as the final design, it will supersede and replace all versions of our provisional design and all information, materials and requirements which you or we have previously communicated to each other.
- 5.5. Once you have signed-off a final provisional design as the final design, we will not be responsible if the final design does not fully and correctly reflect your requirements. Therefore, if you are unsure of any aspect of the design, measurements or any technical or other aspect of the design contained in the final provisional design, You should raise any query with us to enable us to have an opportunity to clarify any matter and/or amend that final provisional design if it is necessary to do so. When you sign the final provisional design that will be your approval of it and your confirmation that it meets your requirements. The final design as approved by you will form the basis of any supply of products that we provide to you. When you sign the final design that will be completion by us of the design services.

6. Ownership of Rights

- 6.1. Any intellectual property rights in any and all parts of any draft or final provisional design, final design or any other items or information which we give to you in hard copy or electronic form at any time shall at all times remain our exclusive property. You or someone on your behalf may use any such items or information for the sole purpose of implementing our design for



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your kitchen but you may not copy, reproduce or communicate to any third party any such item or information or use it for any other purpose without our prior written consent.



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Consumer Supply of Goods Terms

1. These terms

- 1.1. These are the terms and conditions on which we supply goods to you.
- 1.2. Please read these terms carefully before you submit your order to us.
- 1.3. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. We are F G Parker & Co Limited a company registered in England and Wales trading as Phase 3. Our company registration number is 03642103 and our registered office is at The Factory 20 East Road Bridport Dorset DT6 4AA.
- 2.2. You can contact us by telephoning 01308 422987 or by writing to us at office@fgparker.co.uk or The Factory 20 East Road Bridport Dorset DT6 4AA.
- 2.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. A deposit may be payable on submission of your order for the goods. We will advise you during the order process of the amount of the deposit payable, if any.
- 3.2. Our acceptance of your order will take place when we tell you that we are able to provide you with the goods and you have paid the necessary deposit if applicable, at which point a contract will come into existence between you and us.
- 3.3. If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are out of stock, because you have not paid to us the deposit, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
- 3.4. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.



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4. Our goods

- 4.1. The images of the goods in our brochure, on our website or in a kitchen design we have prepared for you are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the goods. Your goods may vary slightly from those images.

5. Measurements

- 5.1. If we are making the goods to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 5.2. If we have carried out design services for you, you acknowledge that the design services do not include carrying out a site survey or taking measurements of your kitchen or carrying out any structural survey or offering or providing opinions or advice about structural or other building related matters.
- 5.3. We will not check, and will not be responsible for checking, any measurements that you have provided to us and we will accept no liability for material errors in such information or measurements.
- 5.4. Where the measurements provided are incorrect and we supply products whose size, type, or number is wrong as a result of us using that materially incorrect information or measurements, you agree that you will be responsible for any additional costs and expenses. The additional costs and expenses may include our additional charges for altering, re-making or replacing those products.

6. Your rights to make changes

If you wish to make a change to the goods you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. Our rights to make changes

- 7.1. Minor changes to the goods. We may change the goods:
 - 7.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 7.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.



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8. Providing the goods

- 8.1. The costs of delivery will be as told to you during the order process.
- 8.2. During the order process we will let you know when we will provide the goods to you.
- 8.3. We are not responsible for delays outside our control. If our delivery of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.
- 8.4. If you have asked to collect the goods from our premises, you can collect the goods from us at any time during our working hours of 8.30-16.30 Monday-Thursdays and 08.30-14.00 Friday.
- 8.5. If you are not at home when the goods are delivered. If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the goods from us.
- 8.6. If you do not re-arrange delivery. If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 8.7. If you do not allow us access to install. If you have asked us to install the goods for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 8.8. Your legal rights if we deliver late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
 - 8.8.1. we have refused to deliver the goods;
 - 8.8.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 8.8.3. you told us before we accepted your order that delivery within the delivery deadline was essential.
- 8.9. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 8.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

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- 8.10. If you do choose to treat the contract as at an end for late delivery under clause 8.8 or clause 8.9, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- 8.11. When you become responsible for the goods. The goods will be your responsibility from the time we deliver the goods to the address you gave us or you or a carrier organised by you collect them from us.
- 8.12. When you own the goods. You own the goods once we have received payment in full.
- 8.13. What will happen if you do not give required information to us. We may need certain information from you so that we can supply the goods to you. If so, this will have been stated in the description of the goods or advised to you during the order process. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 10.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 8.14. Reasons we may suspend the supply of goods to you. We may have to suspend the supply of a goods to:
- 8.14.1. deal with technical problems or make minor technical changes;
- 8.14.2. update the goods to reflect changes in relevant laws and regulatory requirements;
- 8.14.3. make changes to the goods as requested by you or notified by us to you (see clause 7).
- 8.15. Your rights if we suspend the supply of goods. We will contact you in advance to tell you we will be suspending supply of the goods, unless the problem is urgent or an emergency. You may contact us to end the contract for a goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 21 days and we will refund any sums you have paid in advance for the goods in respect of the period after you end the contract.
- 8.16. We may also suspend supply of the goods if you do not pay. If you do not pay us for the goods when you are supposed to (see clause 14.4) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend supply of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. We will not suspend the goods where you dispute the unpaid invoice



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(see clause 14.6). As well as suspending the goods we can also charge you interest on your overdue payments (see clause 14.5).

9. Your rights to end the contract

9.1. If you are ending the contract for a reason set out at 9.1.1 to 9.1.5 below the contract will end immediately and we will refund you in full for any goods which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

9.1.1. we have told you about an upcoming change to the goods or these terms which you do not agree to;

9.1.2. we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

9.1.3. there is a risk that supply of the goods may be significantly delayed because of events outside our control;

9.1.4. we have suspended supply of the goods for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 3 weeks or where we believe the problem cannot be rectified;

9.1.5. you have a legal right to end the contract because of something we have done wrong (but see clause 8.10 in relation to your rights to end the contract if we deliver late.

9.2. If you end the contract after goods have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

10. Our rights to end the contract

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

10.1.1. you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods;

10.1.3. you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us; or



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- 10.1.4. Where the changes made are beyond our capabilities.
- 10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3. We may withdraw the goods. We may write to you to let you know that we are going to stop providing the goods. We will let you know at least 7 days in advance of our stopping the supply of the goods unless this is outside of our control where we will provide you as much notice as possible. We will refund any sums you have paid in advance for goods which will not be provided.

11. Manufacturers Guarantee

- 11.1. Some of the goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the goods or contact us in accordance with clause 13 for further information.

12. Our guarantee for the goods

- 12.1. We are under a legal duty to supply goods that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 12.2. Any product manufactured by us is guaranteed to be fit for purpose and of satisfactory quality for a period of 5 years from the date of manufacture and we will, at our option, repair or replace the defective goods, or refund the price of the defective goods in full provided that:
- 12.2.1. you give us notice in writing within a reasonable time of discovery that the goods are faulty; and
- 12.2.2. we are given a reasonable opportunity of examining the goods.
- 12.3. The guarantee in clause 12.1 will not apply if you alter or repair the goods without our consent or the defect arises as a result of fair wear and tear, wilful damage or you not following any care instructions provided for the goods.
- 12.4. You may transfer our guarantee at clause 12 to a person who has acquired the goods from you. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by producing the original receipt of invoice. We reserve the right to inspect any items beforehand.
- 12.5. We are under a legal duty to supply goods that are in conformity with this contract. Nothing in these terms will affect your legal rights.



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13. If there is a problem with the goods

- 13.1. How to tell us about problems. If you have any questions or complaints about the goods, please contact us. You can telephone our consumer service team at 01308 422987 or write to us at office@fgparker.co.uk or The Factory 20 East Road Bridport Dorset DT6 4AA. Alternatively, please speak to one of our staff in-store.

14. Price and payment

- 14.1. The price of the goods (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of goods advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the goods you order.
- 14.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods (including delivery costs) in full before the change in the rate of VAT takes effect.
- 14.3. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the good's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the goods at our expense.
- 14.4. When you must pay and how you must pay. Please check in store for current list of credit cards accepted. We also accept BACS payments and cash. You must pay for the goods (including delivery) before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.
- 14.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England 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.
- 14.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.



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15. Our responsibility for loss or damage suffered by you

- 15.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but, except as set out in clause 15.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective goods under the Consumer Protection Act 1987.
- 15.3. We are not liable for business losses. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. How we may use your personal information

- 16.1. How we will use your personal information. We will use the personal information you provide to us:
 - 16.1.1. to supply the goods to you;
 - 16.1.2. to process your payment for the goods; and
 - 16.1.3. if you agreed to this during the order process, to inform you about similar goods that we provide, but you may stop receiving these communications at any time by contacting us.
- 16.2. We will only give your personal information to third parties where the law either requires or allows us to do so.

17. Other important terms

- 17.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these



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terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 11.

- 17.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 11 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
- 17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- 17.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.