

## TERMS & CONDITIONS

### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products 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 Who we are.** We are Pro Plates Fitness Limited a company registered in England and Wales. Our company registration number is 12656049 and our registered office is at Enterprise House, Old Court House Road, Bromborough, Wirral, United Kingdom, CH62 4UE

**2.2 How to contact us.** You can contact us by using the details set out on the website's contact us form.

**2.3 How we may contact you.** 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 Our response times.** We aim to respond to all letters and emails within 2 working days of receipt, this excludes weekends and public holidays.

**2.5 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

**3.1 Your order.** Your order is an offer to buy the products. When you place an order to purchase a product from us we will send you a message confirming receipt of your order. Our order confirmation does not confirm acceptance of your offer to buy the products.

**3.2 How we will accept your order.** Our acceptance of your order will take place when we dispatch the product to you and email you to confirm dispatch, at which point a contract will come into existence between you and us. If your order is dispatched in more than one delivery, you may receive a separate confirmation for each delivery, and each dispatch confirmation and corresponding dispatch will conclude a separate contract of sale between us for the products specified in that dispatch confirmation.

**3.3 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will refund you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.4 Availability of products.** We make every effort to ensure all products are accurately described and available for dispatch within the stated time frame. Should an error occur or a product be unavailable we will contact you as soon as possible via email with the option of either reconfirming your order with the correct details or cancelling your order. Should you wish to cancel a full refund of any amount paid will be issued.

**3.5 Products from another manufacturer or distributor.** Some products are sent direct from the manufacturer or distributor to your address. Where products are found to be unavailable we will refund the full amount paid in relation to these products and notify you in writing.

**3.6 Your order number.** 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.

#### **4. OUR PRODUCTS**

**4.1 Products may vary slightly from their pictures.** The images of the products on our website 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 accurately reflects the colour of the products. Your product may vary slightly from those images.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

**4.3 Bespoke products.** If we are making the product to your designs, specifications or measurements, you are responsible for ensuring that these designs, specifications and measurements are correct. Any product made to your specification and/or design cannot be returned and is non-refundable.

**4.4 Fitness and exercise related products.** For all fitness and exercise related products we advise customers to seek professional medical advice before use to minimise the risk of injury. Always consult your doctor before using any fitness or exercise product.

**4.5 Guidelines and instructions.** Some of our products are sold subject to guidelines and instructions (some of our guidelines and instructions are available of the point of checkout and in product manuals). It is your responsibility to ensure that all users of the products are fully aware of all product guidelines and instructions before using the products.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

**5.1** If you wish to make a change to the product 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 product, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 – Your rights to end the contract).

#### **6. OUR RIGHTS TO MAKE CHANGES**

**6.1 Minor changes to the products.** We may change the product:

**6.1.1** to reflect changes in relevant laws and regulatory requirements; and

**6.1.2** to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

**6.2 More significant changes to the products and these terms.** We may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

#### **7. PROVIDING THE PRODUCTS**

**7.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.

**7.2 Free delivery.** We offer free postage for some items (where advertised). This offer extends to the UK mainland only. Where applicable, we will notify you of free delivery at the point of checkout.

**7.3 Delivery.** We aim to deliver the products to you as soon as reasonably possible. An estimated delivery date will be notified to you at point of checkout, however these are subject to change.

**7.4 We are not responsible for delays outside our control.** If our supply of the products 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 products you have paid for but not received.

**7.5 Lost or delayed products.** Once dispatched orders usually arrive within the time frame stated at checkout. In the case of a lost or delayed product we need to wait at least 14 working days after dispatch before a replacement can be issued. In this case, you may also be required to complete a missing item form to verify that the item has not arrived.

**7.6 Delivery address.** The products you order will be delivered to the address you give when you place your order unless agreed in writing. If you place an order and later discover that the address you supplied at time of purchase was incorrect, it will be your responsibility to locate the delivery. We will only resend the order once the original order has been returned to us.

**7.7 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will contact you to rearrange delivery or collect the products from a local depot. This is arranged via our courier and this will be charged for, Pro Plates Fitness Ltd is not liable for missed deliveries or re-delivery costs. The customer is liable for missed deliveries or if a delivery is not accepted at the address. Goods will not be redelivered until the redelivery charge is paid.

**7.8 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot 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.

**7.9 Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

7.10.1 we have refused to deliver the products;

7.10.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

7.10.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

**7.11 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.10, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (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 products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them or post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please contact us for a return form.

**7.12 When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us or a delivery depot for you to collect.

**7.13 When you own products.** You own a product once we have received payment in full and the product has been collected/delivered.

**7.14 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.14.1 deal with technical problems or make minor technical changes;

7.14.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.14.3 make changes to the product as requested by you or notified by us to you (see clause 6).

**7.15 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it

and we will refund any sums you have paid in advance for the product.

**7.16 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.5) and you still do not make payment within three days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended.

**7.17 Collection or swaps.** If we arrange a collection or swap out with you, we will have no liability to you in the event the courier is delayed or fails to arrive.

**7.18 Delivery to a remote location.** If you live in a remote location such as the Scottish Highlands, offshore islands or Northern Ireland, we may levy a surcharge to cover the extra carriage to these areas. Should this be the case we will contact you with the option of either paying the surcharge or cancelling the order.

**7.19 Badly damaged or opened deliveries.** If the courier asks you to sign for the products then please check their condition. If the product or packaging has been badly damaged or opened you must make a note of this with the courier when signing. Do not reject the products – you must sign for them as ‘damaged’ and then notify us of any problems. If the product or packaging is damaged, you must send us photographic evidence within 24 hours of receiving the order. Our customer service team will advise further.

**7.21. Pallet & Curb Side delivery.** We frequently use pallets to deliver our products, this includes but is not limited to weighted plate, squat rack and power cage packages. The delivery cost calculated at checkout will often be based upon a pallet, curbside delivery, if you do not wish to receive your delivery by pallet you will need to contact us within 48 hours of order confirmation and we may be able to offer you an alternative method of delivery (this is not guaranteed). However, please note this is likely to be more expensive than the pallet method and the customer will be required to pay the additional cost before this is arranged. The customer is responsible for disposal of the pallet and packaging, the courier will not accept unwanted pallets or packaging. We outsource courier services and cannot be held liable for any disputes which may arise between yourself and the courier’s driver. Any complaints about the delivery service should be reported to and/or escalated with the courier.

**7.22 Delivery outside the UK.** Delivery to countries outside of the UK, including the Republic of Ireland may be subject to additional customs charges and delivery surcharges. Customers may be charged VAT separately and be contacted by a third party to pay VAT directly to them. This is in addition to the payment made to Pro Plates Fitness Ltd for purchase of the goods. VAT is charged at the rate set by the country where the goods are being received.

## **8. YOUR RIGHTS TO END THE CONTRACT**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**8.1.1** If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 11;

**8.1.2** If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

**8.1.3** If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will

have to pay the costs of return of any product;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clause 8.2.1 to clause 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

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

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two months; or

8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.10).

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

8.4.1 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

8.4.2 any products which become mixed inseparably with other items after their delivery; or

8.4.3 any products specifically made to your specifications or that are clearly personalised. These products cannot be returned.

**8.5 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1 and clause 8.4), you can still end the contract, but you may have to pay us compensation. If you want to end a contract where we are not at fault and you do not have a right to change your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) 25% of the price of the products as compensation for the net costs we will incur as a result of your doing so.

## **9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **Phone or email.** Call or email us. (Please provide your name, home address, details of the order and, where available, your phone number and email address).

9.1.2 **By post.** Complete the cancellation form (available on request) and post it to us at the address on the form (or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address).

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them, post them back to us at Spectrum House, 20 Prenton Way, Wirral, Ch43 3DU or (if they are not suitable for posting) allow us to collect them from you. Please contact us for a return label. If you are exercising your right to

change your mind you must send off the products within 14 days of telling us you wish to end the contract.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Please contact us for information about what handling is acceptable. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

9.7.1 If we have not offered to collect them, your refund will be made within 14 days from 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 a product to us, see clause 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **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 product at any time by writing to you if:

10.1.1 you do not make any payment to us when it 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 products; or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you.

**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 products we have not provided but we may deduct or charge you 25% of the price of the products as compensation for the net costs we will incur as a result of your doing so.

**10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible before stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us within 24 hours of receiving the delivery of the items.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

**11.3 Pre-paid return labels.** In the case where an item has arrived damaged, faulty or incorrect we may provide a pre-paid return label. In this case the pre-paid label must be used. If you send your products back using an alternative method we will not be responsible for the costs incurred in doing so. Please contact us for a return label.

**11.4 Products must be returned with all original components.** Unless otherwise agreed in writing, products must be returned with all original components. Any products that arrive back with parts missing will be resent to you at your expense.

**11.5 Any items are returned at your own risk.** We strongly advise you to take care when returning items to us for example, by ensuring the products are correctly addressed and adequately packaged. Items that arrive back damaged or destroyed as a result of poor packaging will not be accepted. These products will be resent to you at your expense.

**11.6 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please contact us for a return form.

**11.7 If you end the contract with us because the product you bought is faulty.** Our refund will be issued once the product has been received back and verified by us as faulty.

## **12.1 WARRANTIES**

All new equipment sold by Pro Plates is covered by a minimum one year parts and labour cover (excludes parts-only products) for domestic use only, (excluding consumable parts), unless the item states it is suitable for light commercial or commercial use. In some cases, where there is a minor fault, the manufacturer will send a part by mail for the customer to fit (This warranty excludes consumable parts and damage caused by accident, or misuse). Equipment sold for home or commercial use, is warranted for use in a normal habitable indoor building environment. Manufacturers reserve the right to cancel warranties if equipment is used in a non standard environment, this may include external buildings such as Sheds and Garages, and areas close to a swimming pool, where the ambient temperature varies significantly from a standard environment, or products left outside.

If an item develops a fault, please contact us stating the equipment you have, Pro Plates will either arrange to send a part for the customer to fit, if this is practical and simply applied or affixed by a reasonable person, or in some instances, ask that the goods be returned to our warehouse for examination. Goods must be well packaged prior to collection. No goods will be accepted into our warehouse without prior authorisation from Pro Plates. Pro Plates will then repair or replace the equipment with an equivalent or better model and deliver the goods back to the customer at our expense.

## **12.2 CONSUMABLE PARTS**

Cables, chains, belts, upholstery, spring load adjustment pins, pulley wheels, pulley wheel bearings and all springs.

All loose weights and fixed barbell and dumbbells are classed as consumable items for the terms of the warranty.

### **12.3 POWDERCOATING & ARTWORK**

Powder coated or zinc plating is not covered within the warranty, we cannot accept liability for coating damage or general wear and tear including paint chipping. As stated on our website, bare metal products may be prone to surface rusting and the surface/appearance may vary - this is not covered by the warranty. We advise customers to regularly apply a clear sealant lacquer to further protect the artwork which is sprayed on the plates. Powder coating protects from weathering or corrosion, the finish is not indestructible and so we advise customers to use rubber mats when using the equipment to prevent any damages and to handle with care. Pro Plates is not liable for scratches or chipping of coating or artwork. Powder coating colour requests are fulfilled as closely as possible. Whilst powder coating will help protect your goods, appearance may vary; this may include hook marks from the hanging process when coating the plates; and/or, we cannot guarantee a smooth finish due to the surface of the mild steel plate underneath.

**12.3.1 Powder coating colour options.** We outsource the powder coating service and there are limited colours available. If you require a specific colour/s or RAL code/s, these should be stated upon checkout or communicated with our customer service team. If a specific RAL code is not available, our customer advisors will contact you to suggest alternatives. If you have only specified a colour, for example, 'blue', Pro Plates cannot be held liable if this is not the shade of blue you had in mind. The items will be coated with the available shade of that colour and may differ slightly to images online - these are for illustrative purposes only. Orders which do not specify a colour will be coated in black as standard.

### **13. PRICE AND PAYMENT**

**13.1 Where to find the price for the product.** The price of the product (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.4 for what happens if we discover an error in the price of the product you order.

**13.2 Promotions.** Only one discount code or promotion can be used per transaction.

**13.3 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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect. VAT is set by the country receiving the goods.

**13.4 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, 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 unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

**13.5 When you must pay and how you must pay.** We accept payment via the methods set out at the point of checkout. You must pay for the products at the same time you submit an order for them.

**13.6 What to do if you think an invoice is incorrect.** If you think an invoice is incorrect please contact us promptly to let us know.



#### **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**13.1 We do not accept liability for personal injury when using our products.** This includes liability for death or personal injury caused by our products unless covered by the Consumer Protection Act 1987. Bars, weighted plates and dumbbells must not be used without adequate clips to secure the weight, we do not supply clips. Safe working loads must be adhered to on all equipment. Safe working loads are advised on the website and manuals. Products are supplied with safety instructions; fitness equipment should not be used without consulting a physician prior to use.

**14.2 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products 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.

**14.3 We shall have no liability for labour charges.** We shall have no liability for labour charges incurred during the fitment or removal of any faulty or incorrectly supplied products. We strongly recommend that you do not book in for work until parts have arrived and are verified as correct by a professional.

#### **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

Refer to our Privacy Policy.

#### **16. COLLECTING AN ORDER**

**16.1** If you do not have an appointment for the collection of your goods, or, if you miss the original booking, the items may not be available upon collection unless this has been arranged/re-arranged. If this has not been arranged with a customer advisor and your order is not ready, Pro Plates cannot be held liable.

**16.1 Upon collecting your order, you are responsible for inspecting the goods for any issues, errors or damages.** Once you have signed the collection form and accepted the goods, returns or exchanges are to be made at your own cost and extra charges may incur where applicable.

#### **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.

**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 terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. 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.

**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 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the 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 clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses 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 products, 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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.