



## Cotswold Health Products Ltd

Units 5 - 8,  
Tabernacle Road,  
Wotton-under-Edge,  
Gloucestershire GL12 7EF

Tel: 01453 843694 Fax: 01453 521375  
Email: sales@cotswoldingredients.co.uk

### AGREED TERMS

#### 1. About us

- 1.1 **Company details.** Cotswold Health Products Limited (company number 01015946) (**we and us**), is a limited company registered in England and our registered office and main trading address is at Units 5-8, Tabernacle Road, Wotton-Under-Edge, Gloucestershire, GL12 7EF. Our VAT number is GB 276 5022 58. We operate the website [www.cotswoldingredients.co.uk](http://www.cotswoldingredients.co.uk).
- 1.2 **Contacting us.** To contact us telephone our customer service team on +44 (0) 1453 843694 or email [sales@cotswoldingredients.co.uk](mailto:sales@cotswoldingredients.co.uk). How to give us formal notice of any matter under the Contract is set out in clause 15.2.

#### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents supplied by you to us that are inconsistent with these Terms.

#### 3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please contact us by telephone or email to place an order, or send us your purchase order form. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.2 **Correcting errors. Please check the product specification(s) for the Goods before placing your order. You are responsible for ensuring that the Goods are suitable for your purposes, and that your order is complete and accurate in all respects.** We reserve the right to reject your order if any of the details you have given us are inaccurate or incomplete.



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- 3.3 **Information you provide to us.** It is a condition of the Contract that any information you provide to us when placing your order over the telephone or by email, or, where relevant, completing any credit application form, will be complete and accurate in all respects.
- 3.4 **Accepting your order.** Our acceptance of your order only takes place when we send an email to you to accept it (which will include our invoice for the Goods), at which point the Contract between you and us will come into existence (**Order Confirmation**). The Contract between you and us will only be formed when we send you the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason (for example, because the Goods are out of stock or otherwise unavailable), we will inform you of this by email or by telephone, and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.
- 3.6 **Quotations.** Any quotation we may give you in relation to the Goods shall not constitute an offer. A quotation is only valid on its date of issue.
4. **Your warranty in relation to your purchase**
- 4.1 We only sell the Goods for your own lawful use, or for resale by you for lawful use by others.
- 4.2 You warrant that:
- (a) the Goods will not be put to any unlawful use, or otherwise used in breach of any health or safety guidance or warning supplied in relation to the Goods; and
  - (b) you will not supply the Goods to any third party for unlawful use or purposes.
- 4.3 You indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the warranty contained in clause 4.2 above. Liability under this indemnity is unlimited.



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### 5. Our goods

- 5.1 Unless otherwise stated, the quality shall be equal to the fair and average quality of that year's particular crop.
- 5.2 Due to the nature of many of the products supplied by Us, no guarantee can be given of 100% purity.
- 5.3 Any images of the Goods on our site or in any brochures or catalogues (where applicable) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 5.4 The packaging and labelling of your Goods may vary from that shown on images on our site.
- 5.5 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement. **You are solely responsible for checking the specification each time you place an order.**

### 6. Information about our suppliers and manufacturers

- 6.1 Details about the suppliers and manufacturers we use is confidential and commercially sensitive information which is valuable to our business. If we agree (at our sole discretion) to provide you with information about any of the suppliers and / or manufacturers we deal with, any such information is provided strictly subject to the condition set out in clause 6.2 below.
- 6.2 In the event that, having received information from us about a supplier or manufacturer we use in the course of our business, you order goods of a similar nature to the Goods direct from the supplier or manufacturer in question, you agree to pay to us a sum equal to 30% of the purchase price you paid for the relevant goods within 14 days of the date of purchase.

### 7. Delivery, transfer of risk and title

- 7.1 We will deliver the Goods to you as soon as reasonably possible and within the timescale relevant to the delivery option you selected when you placed your order, subject to receipt of your payment (the Goods will not be dispatched until we have received your payment in full,



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unless you have a credit account with us). Except in the case of credit account customers, at the point at which we receive your payment, your order will be processed according to the delivery option you selected when you placed your order. Time of delivery is not of the essence. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 (Events outside our control) for our responsibilities when this happens.

- 7.2 Shipment and delivery dates are given in good faith but are only estimates made by Us.
- 7.3 We may, at our sole discretion, make deliveries by installments. When delivery is made by installments each delivery shall be considered a separate contract and each installment shall be paid for separately.
- 7.4 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order (or collected by a carrier organised by you to collect them from us if we have agreed this with you in advance), and the Goods will be at your risk from that time.
- 7.5 Title to the Goods shall not pass to you until we receive payment in full (in cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due (in each case, including all delivery charges), in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.6 Until title to the Goods has passed to you, you shall:
- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify us immediately if you become subject to any of the events listed in clause 13.1(c) to 13.1(e) inclusive; and
  - (e) give us such information relating to the Goods as we may require from time to time.



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- 7.7 Subject to clause 7.8, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
- (a) you do so as principal and not as our agent; and
  - (b) title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 7.8 If before title to the Goods passes to you, you become subject to any of the events listed in clause 13.1(c) to 13.1(e) inclusive, then, without limiting any other right or remedy we may have:
- (a) your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
  - (b) we may at any time:
    - (i) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
    - (ii) if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.
- 7.9 We may deliver up to 5% more or less in weight than the quantity of Goods you ordered without any adjustment in the price of the Goods and the quantity so delivered shall be deemed to be the quantity ordered. You acknowledge that this is reasonable due to the nature of the Goods.
- 7.10 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 7.11 If you fail to take delivery within 7 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.



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### 8. International delivery

8.1 We deliver to some, but not all, countries outside the UK (**International Delivery Destinations**), so if your business is outside the UK, please contact us on [sales@cotswoldingredients.co.uk](mailto:sales@cotswoldingredients.co.uk) for further information, and to check whether we can deliver to you, before ordering any products from us (**International Delivery Destinations**). However, there are restrictions on some Goods for certain International Delivery Destinations, so please ask us for more information before ordering Goods.

8.2 If you order Goods from us for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

8.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

8.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

### 9. Price of goods and delivery charges

9.1 The prices of the Goods will be as quoted at the time you place your order, as set out in the relevant quotation. We take all reasonable care to ensure that the prices of Goods provided to you are correct at the time when the relevant information was entered onto the system, or included in our quotation. However, please see clause 9.5 for what happens if we discover an error in the price of Goods you ordered.

9.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

9.3 The price of Goods unless otherwise stated excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.



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- 9.4 The price of the Goods does not include delivery charges. Our delivery charges will be as advised to you when you place your order, at which point you will be asked to select which delivery option you prefer, and you will be advised of the costs and timescale relevant to the option you have chosen. The delivery charges will also be confirmed in the invoice we send you for the Goods.
- 9.5 We sell a large number of Goods as detailed on our site, or as set out in our brochures, catalogues or quotations (as applicable). It is always possible that, despite our reasonable efforts, some of the Goods shown on our site or in our brochures and catalogues may be incorrectly priced, or that we may make an error in our quotation. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site or in our quotation (as the case may be), we will charge the lower amount when dispatching the Goods to you; and
  - (b) if the Goods' correct price is higher than the price stated on our site or in our quotation (as the case may be), we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly 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 cancel supply of the Goods and refund you any sums you have paid.

### 10. How to pay

- 10.1 We will invoice you for the Goods when we send you the Order Confirmation (see clause 3.4 above), and payment for the Goods and all delivery charges is due immediately unless we have agreed credit terms with you in writing (see clause 10.44 below).
- 10.2 You can only pay for Goods using credit or debit card, BACS transfer or cheque, unless we have agreed credit terms with you in writing.



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- 10.3 Cheques returned unpaid to us will be charged at £9.00 plus 2% of the original cheque value. Represented cheques will be charged at £9.00 plus 1% of the original cheque value for each representation.
- 10.4 Where we have agreed credit terms with you in writing:
- (a) orders will only be accepted subject to you having fully and accurately completed our credit application form, and to your credit status being to our satisfaction, and we reserve the right to terminate the credit arrangement and require payment in advance for the Goods in the event of your credit status ceasing to be satisfactory to us or (without prejudice to clause 3.3 above) if we find out that your credit application form was incomplete or inaccurate;
  - (b) all payments will be made to us in full (including VAT and all applicable delivery charges) and in cleared funds within 30 days from the date of our invoice for the Goods, and time for payment shall be of the essence;
  - (c) we will not accept your Order if it would cause your credit limit with us to be exceeded;
  - (d) if you fail to make any payment due to us under this agreement by the due date for payment, then you shall pay interest on the overdue amount at the rate of 3% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 10.5 You shall pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

### **11. Our warranty for the Goods**

- 11.1 If you purchase the Goods for use outside the UK, we do not warrant that the Goods comply with any applicable laws, regulations or standards outside the UK.
- 11.2 We provide a warranty that on delivery, the Goods shall:





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- (a) subject to clause 5, conform in all material respects with their specification;
- (b) be free from material defects; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

11.3 Subject to clause 11.4, if:

- (a) you give us notice in writing within seven days of delivery that some or all of the Goods do not comply with the warranty set out in clause 11.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at our cost,

we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.

11.4 We will not be liable for breach of the warranty set out in clause 11.2:

- (a) if you make any further use of or alter the Goods after giving notice to us under clause 11.3;
- (b) if the defect arises as a result of us following any specification supplied or request made by you;
- (c) if you or any third party alter the Goods or any part of them, mix them or any part of them with any other products, or tamper with, process or use them or any part of them in any production process after delivery. **All quality control checks are to be completed in relation to the Goods prior to use in production or resale to a third party, either in their original state or as a blend;**
- (d) if the defect arises as a result of natural deterioration or expiry in the case of perishable goods, fair wear and tear, wilful damage, negligence, improper use or abnormal storage, use or working conditions, or your failure to follow any instructions (whether written or oral) in relation to the use or storage of the Goods;
- (e) if the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;



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- (f) if the Goods become subject to infestation after delivery (including but not limited to coriander seed, whole chillies and fennel seed). **We cannot guarantee that the Goods will not at a later date be subject to infestation, unless specifically vacuum treated or heat treated. Please note that even after treatments, some Goods can be subject to re-infestation if they are not correctly stored. Untreated seeds, herbs and spices in any form, treated with approved chemical fumigants, are still susceptible to possible infestation, as insect eggs are not destroyed by current chemical fumigants;**
  - (g) in the case of non heat-treated Goods (which for the purpose of this sub-clause (g) means Goods which are not steam sterilised, or are untreated or natural (**Non Heat-Treated Goods**)), which we cannot guarantee to be free from harmful pathogens. **You are responsible for checking the suitability of any Non Heat-Treated Goods supplied, and for ensuring that they are fit for your intended use. Please note that our specifications for Non Heat-Treated Goods indicate the levels of pathogens at which we will release the Goods for sale, but we do not offer any guarantee in relation to any micro-levels that may be present in Non Heat-Treated Goods. If you are unsure about the suitability of Non Heat-Treated Goods, please consult us prior to making your purchase; or**
  - (h) in the case of any Goods which have been used for illegal purposes or supplied by you to third parties for illegal purposes, or otherwise used in breach of any health and safety guidance or warnings supplied in relation to the Goods.
- 11.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 11.2 to the extent set out in this clause 11.
- 11.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.7 These Terms also apply to any replacement Goods supplied by us to you.
- 12. Our liability: your attention is particularly drawn to this clause**
- 12.1 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;



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- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be limited or excluded by law.
- 12.2 Subject to clause 12.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue; or
  - (b) loss of business opportunity; or
  - (c) loss of anticipated savings; or
  - (d) loss of goodwill; or
  - (e) losses incurred by you arising out of or in connection with any third party claim brought against you by your customers in relation to the Goods or your sale or handling thereof; or
  - (f) any indirect or consequential loss.
- 12.3 Subject to clause 12.1, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 120% of the price of the Goods.
- 12.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

### 13. Termination

- 13.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;



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- (b) you fail to pay any amount due under the Contract on the due date for payment;
  - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 14. Events outside our control**
- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.



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14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

### 15. Communications between us

15.1 When we refer to "in writing" in these Terms, this includes email.

15.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 16. General

#### 16.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.



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- 16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 16.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.