

OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Customer Materials: all goods or materials supplied by you;

Event Outside Our Control: is defined in clause 14.2;

Goods: the goods that We are selling to you as set out in the Order;

Order: your order for the Goods and/or Services as set out [overleaf];

Services: the services that We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document; and

We/Our/Us: Kingate Press (Birmingham) Ltd registered no. 1692860 Unit 8 Mainstream Way, Mainstream 47 Industrial Park, Nechells Birmingham B7 4SN (and trading as Skycom).

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

2.4 These Terms will become binding on you and Us when We either:

a. issue you with a written acknowledgement of an Order or delivery of Goods or completion of the Services. Or

b. we commence work on the order.

Whichever is the earlier.

2.5 Our Website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, We do not accept orders from addresses outside the UK.

2.6 The images of the Goods on Our Websites and in brochures are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

2.7 We shall only supply Goods and/or Services to you where you act as principal. In the event that you act as agent for either a disclosed or undisclosed third party, in placing an order with us you confirm that you have actual authority to do so on their behalf.

2.8 Where you place an order in the course of your business, you do not act as consumer for the purposes of these Terms.

2.9 Each order shall form a separate contract, and cancellation of one order does not constitute cancellation of part or all of any other order that may already be in existence.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements or as is reasonably necessary as part of the operation of Our business.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel any pending contract in accordance with clause 15.4(c).

3.3 You may make a change to the Order for Goods and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us, except in the case of Bespoke Goods. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 15 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 15. In the case of Bespoke Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made.

4. BESPOKE GOODS

4.1 Where you ask us to make Goods according to instructions you provide Us, you must appreciate and acknowledge that Our ability to do what you request is affected substantially by the accuracy, quality and timeliness of your instructions and deliver of Customer Materials. Changes of mind, requirement or instruction by you also have the same effect. Where any such shortcomings in your instructions or Customer Materials arises that adversely affects Our ability to undertake the Services or make the Goods efficiently and without delay or suspension in Our performance, any additional costs that We incur will be passed to you.

4.2 Therefore please make sure your requirements and instructions are correct and accurate. Unfortunately, We cannot accept the return of Bespoke Goods if the reason for the return is because you provided Us with incorrect requirements or instructions. Neither can we accept responsibility for proof errors which you have not corrected or for errors in print ready artwork you have supplied to us.

4.3 However, this will not affect your legal rights as a consumer in relation to Bespoke Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

4.4 It is Our usual practice, where possible, to supply proofs of Bespoke Goods for your approval. Save where We have failed to produce the proofs in accordance with your specific requirements (including typographical errors), any costs incurred by us in making alterations or otherwise varying the proofs shall be at extra cost to you. Where you require specific colours to be incorporated, Pantone references must be provided by you.

4.5 You may want us to undertake some preliminary work to establish the desirability, feasibility, cost effectiveness or otherwise of a particular task or project. All such work undertaken by us as a result of your request shall be subject to a charge.

4.6 We shall retain Customer Materials for a maximum period of 18 months from completion of the order to which they relate. At all times it is your obligation to insure Customer Materials including whilst they are in our possession custody and control. Whilst We shall take such care as is reasonable in the circumstances to avoid causing loss or damage to Customer Materials, you acknowledge that it is your obligation to ensure that you have copies of valuable or irreplaceable materials.

5. DELIVERY OF GOODS AND RISK

5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and where relevant, your delivery address. Please allow for extra time for deliveries to the Scottish Highlands and Islands. Unfortunately We do not accept orders outside the UK. Save where we have agreed that clause 5.7 applies, We give delivery times and dates in good faith but they are only an estimate. We shall not be liable for failing to deliver on an estimated delivery date.

5.2 Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 14 for Our responsibilities when this happens.

5.3 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 8am to 4.30 pm on Weekdays.

5.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises or the premises of our courier, in which case, please contact us to rearrange delivery (at your cost) or collection from us.

5.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this.

5.6 Due to the nature of the Goods and Services which We provide, delivery volumes are subject to margins of

(a) Print – 5% for work in one colour and 10% for other work (4% and 8% respectively where the volume ordered exceeds 50,000 copies;

(b) CD/DVD/Vinyl/USB and replication of non paper based products – 10% with a maximum over or under delivery of 1000 units.

In any case the order will be subject to an additional charge or discount pro rated to the size of the deviation.

We will also take into account, when ordering materials, the normal spoilage rates for the type of work being done..

5.7 If We miss the delivery deadline for any Goods then you may cancel your Order rates appropriate for each type of job straight away if any of the following apply:

(a) We have refused to deliver the Goods;

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

(c) you told Us before We accepted your order that delivery within the delivery deadline was essential.

5.8 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 5.7, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline.

5.9 If you do choose to cancel your Order for late delivery under clause 5.7 or clause 5.8, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. 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. After you cancel your Order We will refund any sums you have paid to Us for the cancelled Goods and their delivery.

5.10 If Goods are

- (a) not delivered or wholly lost in transit, you must call us as quickly as you can on 0121 333 6533 and in any event within 7 days of scheduled delivery;
- (b) damaged on receipt, delayed or partially lost in transit, you must call us as quickly as you can (and within 48 hours in the case of damaged goods) on the same number as set out in (a) above.

Any claim for such Goods must be made in writing to Us and any applicable carrier within 7 days of delivery or 14 days in the case of non delivery. Goods may not be returned if We have not been given the opportunity to consider your reasons for returning them in accordance with the notification process set out in this clause. It is important that you give Us notice in accordance with this clause 5. If you fail to do so, we shall be entitled to treat all goods as having been delivered in compliance with all material particulars of the order and you shall be deemed to have accepted the goods.

5.11 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you or a carrier organised by you collect them from Us and the Goods will be your responsibility from that time.

5.12 You own the Goods once We have received payment in full.

5.13 Where you do not deal with us as a consumer, and ownership of the Goods has not yet passed to you, you will

- (a) Act as Our fiduciary agent and bailee, at your own cost storing and maintaining the Goods in a proper and stable condition, clearly marked or otherwise recognisable as Our property and held separate to your goods or those of any third party;
- (b) Fully insure the Goods and maintain such insurance at all material times with a reputable insurer to the full replacement value of the Goods;
- (c) Not pledge or otherwise use the Goods as security for any indebtedness or borrowing and in default of this obligation all monies that you owe to Us will become immediately due and payable;
- (d) Deliver the Goods up to us forthwith on Us making demand and in the event that you fail to do so, you authorise us to enter into any of your premises where the Goods are stored for the purposes of repossessing them;
- (e) Not mix or otherwise amalgamate the Goods with any other goods or materials.

6. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. PERIODICAL PUBLICATIONS

7.1 Subject to Our rights of termination set out in clause 16.3, where We agree with you to print periodical publications, the agreement between us may not be terminated unless either of us provides to the other at least

- (a) 13 Weeks notice in writing for publications with a frequency of one month or less between publications dates;
- (b) 26 Weeks notice in writing for all other publications.

8. SELLER'S GUARANTEE OF GOODS

8.1 We guarantee that on delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 8.2.

8.2 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair Wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Goods in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not authorised by us to undertake the repairs; and
- (e) any specification provided by you.

8.3 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. COPYRIGHT, OTHER INTELLECTUAL PROPERTY ISSUES AND DEFAMATION

9.1 You might request us to copy materials for you. You warrant and represent to us that all legal and beneficial ownership in Customer Materials (including all copy and like rights) belongs to you or that you have been given explicit permission in writing to copy material which includes intellectual property owned by a 3rd party. We reserve the right to decline to print, copy or otherwise reproduce any material which in Our sole opinion causes or may cause a breach of any 3rd party intellectual property rights or contains any material which might be defamatory, illegal, criminal or actionable.+

9.2 We will not copy or otherwise reproduce any CD, DVD, BluRay or like Customer Material unless you have completed Our Customer Copyright &/or licencing rights and indemnification form. Your refusal or failure to do so will entitle us to refuse to provide the Goods or Services either wholly or partially.

9.3 Metal film, masters, artwork which has been created by us for your order and any other material owned by us or used by us in the production of your order or in providing services remain the company's exclusive property.

9.4 You agree to indemnify us against any and all claims, liabilities, damages, costs or other expenses that We may become liable for as a result of any breach by you of clause 9.1.

9.5 We make no warranty that the Goods/Services do not infringe any intellectual rights. It is your responsibility to make any enquiries in this respect and you indemnify us against any claims of this nature.

10. PROVIDING SERVICES

10.1 We will supply the Services to you from the date agreed between Us in writing until the estimated completion date set out in the Order.

10.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 14 for Our responsibilities when an Event Outside Our Control happens.

10.3 We may need certain information from you that is necessary for Us to provide the Services. We will ask you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 10.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you.

10.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 10.4 but this does not affect your obligation to pay for any invoices We have already sent you.

10.5 If you do not pay Us for the Services when you are supposed to as set out in clause 12, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 12.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 12.6.

10.6 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 In the unlikely event that there is any defect with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.
- You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 11.1.

11.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

12. PRICE AND PAYMENT

- 12.1 The price of the Goods and/or the Services will be set out in our estimate or our price list in force at the time you place your Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed.
- 12.2 These prices do not include VAT. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 12.3 Unless specifically shown at the time of quoting, the prices for the Goods exclude delivery costs, which will be added to the total amount due.
- 12.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our quotation or site, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 12.5 Where We are providing Goods to you, you must make payment in full for Goods in advance by credit or debit card. We accept payment with credit cards, debit cards, cash, cheque or bank transfers. We will not charge your credit or debit card until We despatch the Goods to you, unless they are Bespoke Goods.
- 12.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC 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. Where you do not act as a consumer, We shall be entitled to recover any legal costs (including lawyer's fees) incurred in the collection of any sums owed by you to Us.
- 12.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 12.6 will not apply for the period of the dispute.
- 12.8 In certain circumstances and in Our sole discretion, We may be prepared to supply Goods and/or provide the Services to you on credit. Such credit is on application and subject to approval. Our standard terms for credit are 30 days from end of month. We reserve the right to vary or cancel such credit arrangements without giving any reasons for doing so.

13. OUR LIABILITY TO YOU

- 13.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract. You agree with us that it is reasonable for any liability We may have to be limited to the value of the order you have placed giving rise to the liability.
- 13.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3 We do not exclude or limit in any way Our liability for:
- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - defective products under the Consumer Protection Act 1987.

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 these Terms that is caused by an Event Outside Our Control.
- 14.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 14.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- We will contact you as soon as reasonably possible to notify you; and
 - Our obligations under these Terms 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. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 14.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 15. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 Weeks in accordance with Our cancellation rights in clause 15.

15. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND WHERE YOU ARE A CONSUMER

- 15.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods (other than Bespoke Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- you may cancel any Order for Goods and/or Services within 2 calendar days of placing an Order by contacting Us. We will confirm your cancellation in writing to you;
 - if you cancel an Order under clause 15.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts and any delivery charges to you;
 - however, if you cancel an Order for Services under clause 15.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;
 - unfortunately, if you cancel an Order for Goods under clause 15.1(a) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods themselves, but We will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.
- 15.2 Unfortunately, as the Bespoke Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to Bespoke Goods that are faulty or not as described).
- 15.3 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 2 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 15.4 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- We break this contract in any material way and We do not correct or fix the situation within 5 working days of you asking Us to in writing;
 - We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - We change these Terms under clause 3.1 to your material disadvantage;
 - We are affected by an Event Outside Our Control.

16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:
- We will promptly contact you to let you know;
 - if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;
 - where We have already started work on your Order for Services or Bespoke Goods, We will not charge you anything and you will not have to make any payment to Us.
- 16.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 2 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 16.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 12. This does not affect Our right to charge you interest under clause 12.6; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing; or
- (c) you become insolvent or in Our reasonable opinion are likely to become insolvent or seek to make any arrangement with creditors.

16.4 If We give you notice pursuant to clause 16.3, We shall be entitled immediately to cease providing Goods and/or Services to you, to charge for Services already commenced (whether completed or not) and materials purchased on your behalf. Such charges shall constitute a debt immediately payable.

17. INFORMATION ABOUT US AND HOW TO CONTACT US

17.1 We are a company registered in England and Wales. Our company registration number is 1692860 and both our registered office and trading address is at Unit 8 Mainstream Way, Mainstream 47 Industrial Park, Nechells Birmingham B7 4SN. Our registered VAT number is GB 377 5196 11.

17.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0121 333 6533 or by e-mailing Us at sales@kingate.co.uk.

17.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to Kingate Press (Birmingham) Limited at Unit 8 Mainstream Way, Mainstream 47 Industrial Park, Nechells Birmingham B7 4SN OR sales@kingate.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 We will use the personal information you provide to Us to:

- (a) provide the Goods and/or Services;
- (b) process your payment for such Goods and/or Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

18.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

18.3 We will not give your personal data to any third party.

19. OTHER IMPORTANT TERMS

19.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

19.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

19.3 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.

19.4 If We fail to insist that you perform any of your obligations under these Terms, 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 and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

19.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.