

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of photography services to consumers by Neil Cooling (the "Photographer"), trading as Neil Cooling Photography.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking Fee"	Means the payment made to the Photographer under sub-Clause 5.6;
"Contract"	means the contract for the provision of the Photographer's Services, as explained in Clause 3; means a non-exclusive, perpetual, non-transferrable, licence granted to you by the Photographer to use the photographs for non-commercial purposes under Clause 7;
"Licence"	means a calendar month;
"Month"	means your order for the Photographer's Services as set out in in writing on the document signed by you called the Photography Agreement
"Order"	means the Photographer's acceptance and confirmation of your Order as described in Clause 3;
"Order Confirmation"	means a package of the Photographer's Services defining the number, types, sizes, pricing of photographs and services as described on www.neilcoolingphotography.com and detailed in the Photography Agreement.
"Package"	means the services provided by the Photographer;
"Photographer's Services"	means all stages of the Photographer's Services provided to you including preparation beforehand, the taking of Photographs and the processing of Photographs (references to "the date of the Photo Shoot shall refer to the date on which the Photographer will be taking the photographs);
"Photo Shoot"	means the document that confirms the Photographer's Services that is signed or approved by you and once signed or accepted by the Photographer becomes the Order Confirmation.
"Photography Agreement"	means the price payable for the Photographer's Services (excluding any additional costs incurred under sub-Clause 5.5);
"Price"	means a special offer price payable for the Photographer's Services which may be offered from time to time.
"Special Price"	

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information The Photographer

2.1 Neil Cooling, trading as Neil Cooling Photography, is a Micro Entrepreneur, registered in France under number SIRET: 522 068 337 00016, whose main trading address is Lieu-dit Le Limans, Festalemps, 24410, Saint Privat en Perigord, France.

2.2 TVA non applicable art.2938 du CGI.

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of the Photographer's Services and will form the basis of the Contract between you and the Photographer. Under the Contract, the Photographer will provide the Photographer's

Services and you will pay for them in accordance with the terms set out in these Terms and Conditions. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully.

- 3.2 Nothing provided by the Photographer including, but not limited to, sales and marketing literature, price lists and other material constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that the Photographer may, at his/her sole discretion, accept.
- 3.3 A legally binding contract between you and the Photographer will be created upon the Photographer's acceptance of your Order, indicated by the Photography Agreement.
- 3.4 The following information will be given or made available to you prior to the formation of the Contract between you and the Photographer, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Photographer's Services;
 - 3.4.2 The Photographer's identity (as shown above in Clause 2) and contact details (as shown below in Clause 12);
 - 3.4.3 The total Price for the Photographer's Services including taxes or, if the nature of the Photographer's Services are such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) the Photographer undertakes to perform the Photographer's Services;
 - 3.4.5 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.6 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;
 - 3.4.7 How you will receive the digital content.

4. Orders

- 4.1 All Orders for the Photographer's Services made by you will be subject to these Terms and Conditions.
- 4.2 When placing an Order, you will be required to provide the following details:
 - 4.2.1 Location the Photography Services will be undertaken;
 - 4.2.2 Date the Photography Services are required;
 - 4.2.3 Any specific requirements of the Photography Services;
- 4.3 You may change your Order at any time up to 3 Calendar Months prior to the date of the Photo Shoot by contacting the Photographer. Please note that there may be charges, such as the Booking Fee, that cannot be refunded if you cancel prior to the date of the Photo Shoot. Under certain circumstances, if you reschedule the Photo Shoot, a new Booking Fee may be payable, reflecting the Photographer's lost opportunity to make bookings with other customers. Please refer to Clause 11 for further details. The Photographer may not be able to accommodate a request for a rescheduled Photo Shoot if a booking has already been made by another customer on your requested date.
- 4.4 If your Order is changed, the Photographer will inform you of any change to the Price in writing.

5. Price and Payment

- 5.1 The Price of the Photographer's Services will be calculated based upon the Package that you choose.
- 5.2 The Photographer may, from time to time, quote a Special Price which is different to that shown in the Photographer's website. Any Special Prices are only valid for 30 Calendar Days.
- 5.3 The Photographer's prices may change at any time, but these changes will not affect Orders that have already been accepted.
- 5.4 All Prices exclude TVA. See Clause 2.2.
- 5.5 The Photographer may charge reasonable expenses in addition to the Price, including travel, sustenance and accommodation. No such sums will be incurred or charged without your prior express agreement.
- 5.6 No later than 14 Calendar Days after the Order Confirmation, you will be required to pay a Booking Fee of €350/£300
- 5.7 In certain circumstances, if your Order is cancelled, you may be entitled to a refund. Please refer to Clause 11 for further details.
- 5.8 The balance of the Price (including any additional expenses agreed under sub-Clause 5.5) will be payable before the date of the Photo Shoot. Where the balance of the Price is payable before the date of the Photo Shoot, any additional expenses agreed under sub-Clause 5.5 will be, unless they have been agreed, invoiced separately after the date of the Photo Shoot.
- 5.9 The Photographer accepts the following methods of payment:
 - 5.9.1 Cash;

5.9.2 Bank transfer;

5.9.3 PayPal;

5.9.4 Cheque.

5.10 PayPal payments attract a service fee that is determined by PayPal and will be added to the Price.

5.11 If you do not make payment to the Photographer in accordance with this clause 5, the Photographer may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of Barclays Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.12 The provisions of sub-Clause 5.11 will not apply if you have promptly contacted the Photographer to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5.13 Where any refund is due to you under any of the provisions of these Terms and Conditions (including, but not limited to refunds in the event of cancellation under Clause 11), such refunds will be made as soon as is reasonably possible, and in any event within 14 Calendar Days of the triggering event and made by the same payment method originally used by you unless you request an alternative method.

6. The Photographer's Services

6.1 As required by law, the Photographer will provide the Photographer's Services with reasonable skill and care, consistent with best practices and standards in the professional photography market, and in accordance with any information provided by the Photographer about him/herself and the Photographer's Services.

6.2 You will choose your Package and specify the subject matter of the Photo Shoot when placing your Order and should, no later than 3 Months prior to the date of the Photo Shoot, inform the Photographer of any specific photographs or compositions that you may require. There will be an opportunity to discuss your requirements before and/or after you place your Order.

6.3 Subject to the specification of your chosen Package, and any other requirements you set out (which the Photographer will use his/her reasonable endeavours to accommodate), the Photographer shall use his/her own artistic judgement when selecting equipment and deciding upon factors such as composition, lighting and photographic style.

6.4 Subject to the nature of the Photo Shoot and to your express requirements, the Photographer will take as many photographs as he/she deems appropriate with a view to providing the best choice when processing and preparing the final photographs to be delivered to you. The number of photographs taken during the Photo Shoot will not affect the Price payable and the final number delivered to you will be determined by your chosen Package.

6.5 The Photographer shall, subject to having been paid in full, deliver the finished photographs to you in the format agreed on the Photography Agreement, no later than one Month following the date of the Photo Shoot, or if the Package allows you to request edits, one Month after receipt of the final edit.

7. Copyright and Licence

7.1 The copyright in all photographs taken by the Photographer is, and shall remain, the property of the Photographer. Subject to any written agreement stating otherwise (and the payment of an additional fee), you shall not own the copyright in the photographs and may use them only in accordance with this Clause 7.

7.2 The Licence shall become effective upon the delivery of the photographs to you and, subject to the provisions of sub-Clauses 5.11 (non / late payment) and 7.6, shall continue for the duration of copyright protection (which shall be the life of the Photographer plus 70 years under Section 12 of the Copyright Designs and Patents Act 1988), after which the photographs will enter the public domain and will no longer be protected by copyright.

7.3 You shall have the right to use the photographs only for personal purposes. Commercial use of any kind is prohibited without the Photographer's prior written agreement.

7.4 You may not sub-licence the photographs without the Photographer's prior written consent.

7.5 Unless you expressly request otherwise, the Photographer reserves the right to use the photographs in any advertising or promotional material without any payment to you, provided such material is only related to the Photographer or his/her services.

7.6 The Licence granted by the Photographer to you may be revoked if you breach any of its terms.

8. Problems with the Photographer's Services and Your Legal Rights

8.1 The Photographer will always use his/her reasonable efforts to ensure that his/her provision of the Photographer's Services is trouble-free. If, however, there is a problem with the Photographer's Services, please inform the Photographer as soon as is reasonably possible.

8.2 The Photographer will use reasonable efforts to remedy problems with the Photographer's Services as quickly as is

reasonably possible and practical.

- 8.3 The Photographer will not charge you for remedying problems under this Clause 8 where the problems have been caused by the Photographer. If the Photographer determines that the problem has been caused by any action or omission on your part, or on the part of another person or third party connected to you, the Photographer may charge you a reasonable sum for remedial work required.
- 8.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If the Photographer does not perform the Photographer's Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Photographer's Services are not performed in line with information that the Photographer has provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if the Photographer's breach concerns information about the Photographer that does not relate to the performance of the Photographer's Services), you have the right to a reduction in price. If for any reason the Photographer is required to repeat the Photographer's Services in accordance with your legal rights, the Photographer will not charge you for the repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to the Photographer, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which the Photographer agrees that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Photographer's Services, you also have remedies if the Photographer provides goods that are not of satisfactory quality, not fit for purpose, not as described, or not in accordance with models or samples shown (unless differences have been brought to your attention).
- 8.5 As a consumer you have certain legal rights with respect to digital content. If the photographs (and any other work) produced for you under these Terms and Conditions is supplied as digital content, these rights may apply to you. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. Any digital content that the Photographer supplies to you must be of satisfactory quality, it must be fit for purpose (where any such purpose has been made known to the Photographer, whether expressly or by implication), and it must match any description and other information given by the Photographer. Due to the nature of digital content you are unable to reject digital content which does not comply with the above; however, you may have the right to a repair or replacement or, if these are not possible, to a price reduction up to the full Price. In cases where a price reduction applies, and you have already made payment(s) to the Photographer, you may be due a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which the Photographer agrees that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. If digital content provided by the Photographer under these Terms and Conditions damages your device(s) as a result of the Photographer's failure to exercise reasonable skill and care, you also have the legal right to compensation for such damage which may take the form of a repair or replacement, or financial compensation.

9. Photographer's Liability

- 9.1 The Photographer has in place the following insurance:
Professional and Public Liability (Responsabilite Civile); AXA France Contract 0000005708839304 Ptf 0024065044.
This includes cover associated with the below;
- a) Physical, material and immaterial damage,
 - b) Inexcusable fault, intentional fault and physical injury,
 - c) Damage to belongings,
 - d) Pollution and damage to the environment and
 - e) Physical injury.
- 9.2 The Photographer will be responsible for any foreseeable loss or damage that you may suffer as a result of his/her breach of these Terms and Conditions or as a result of his/her negligence (including that of any of the Photographer's employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the Photographer's breach or negligence or if it is contemplated by you and the Photographer when the Contract is created. The Photographer will not be responsible for any loss or damage that is not foreseeable.
- 9.3 The Photographer will be providing the Photographer's Services for private (i.e. non-commercial) purposes only. The Photographer makes no warranty or representation that the Photographer's Services are fit for commercial, business or industrial purposes of any kind. By placing your Order, you agree that you do not have such purposes in mind and will not be using the Photographer's Services or the photographs in such a context. The Photographer will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit the Photographer's liability for death or personal injury

caused by his/her negligence (including that of any of the Photographer's employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit the Photographer's liability for failing to perform the Photographer's Services with reasonable care and skill or in accordance with information provided by the Photographer about the Photographer's Services or about himself/herself, nor for the Photographer's failure to supply digital content that is of satisfactory quality, fit for purpose and as described.
- 9.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 9.7 The Photographer is not liable for loss or damage to the digital content once delivered. In the event you require a replacement then subsequent or additional copies will be chargeable to you and this must be paid before the additional serviced is undertaken.

10. Events Outside of the Photographer's Control (Force Majeure)

- 10.1 The Photographer will not be liable for any failure or delay in performing his/her obligations where that failure or delay results from any cause that is beyond his/her reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), failure or breakdown of transport, access prevented to the Photo Shoot location, wrong Photo Shoot address details provided, sickness of the Photographer, acts of violence or abuse towards the Photographer (threatened or actual), epidemic or other natural disaster, or any other event that is beyond the Photographer's reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect the Photographer's performance of his/her obligations under these Terms and Conditions:
 - 10.2.1 The Photographer will inform you as soon as is reasonably possible;
 - 10.2.2 The Photographer's obligations under these Terms and Conditions will be suspended and any time limits that he/she is bound by will be extended accordingly (where such extension is reasonably possible);
 - 10.2.3 The Photographer will inform you when the event outside of his/her reasonable control is over and provide any new dates, times or availability as necessary;
 - 10.2.4 If an event outside of the Photographer's reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 11.2.6;
 - 10.2.5 If the event outside of the Photographer's reasonable control continues for more than 14 Calendar Days or is likely to prevent the Photographer from providing the Photographer's Services on the date of the Photo Shoot, the Contract will be cancelled in accordance with the Photographer's right to do so under sub-Clause 11.4.3, and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of the Photographer's cancellation notice.

11. Rescheduling and Cancellation

- 11.1 You may cancel or reschedule the Photo Shoot for any reason at any time. Any and all refunds due will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of the Photographer's acceptance of your cancellation notice. Subject to sub-Clauses 11.2 to 11.5, the following shall apply to cancellation or rescheduling:
 - 11.1.1 If you cancel the Photo Shoot (and the Contract) more than 12 Months prior to the date of the Photo Shoot, the Photographer will refund all sums paid, including your Booking Fee;
 - 11.1.2 If you reschedule the Photo Shoot more than 6 Months prior to the date of the Photo Shoot, the Photographer will retain all sums paid, including your Booking Fee, and such sums shall count towards the rescheduled Photo Shoot;
 - 11.1.3 If you cancel the Photo Shoot (and the Contract) less than 6 Months but more than 3 Months prior to the date of the Photo Shoot, the Photographer will retain your Booking Fee but will refund any other sums paid;
 - 11.1.4 If you cancel the Photo Shoot (and the Contract) less than 3 Months prior to the date of the Photo Shoot, the Photographer will retain all sums paid, including your Booking Fee, and any outstanding balance of the Price shall become due and payable within 14 Calendar Days;
 - 11.1.5 If you reschedule the Photo Shoot less than 6 Months prior to the date of the Photo Shoot, the Photographer will retain your original Booking Fee and a new Booking Fee will be payable for the rescheduled Photo Shoot.
- 11.2 If any of the following occur, you may cancel the Contract immediately by giving the Photographer written notice. If you have made any payment to the Photographer (including but not limited to the Booking Fee) that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 Calendar Days of the Photographer's acceptance of your cancellation:

- 11.2.1 The Photographer breaches the Contract in any material way and has failed to remedy that breach within 30 Calendar Days of you asking him/her to do so (where it is reasonably possible to remedy such breach. If it is not, the material breach will trigger the right to cancel immediately); or
 - 11.2.2 An encumbrancer takes possession or, where the Photographer is a company, a receiver is appointed, of any of the property or assets of the Photographer;
 - 11.2.3 The Photographer enters into a voluntary arrangement with his/her creditors or, where the Photographer is a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 11.2.4 The Photographer has a bankruptcy order made against him/her or, where the Photographer is a company, goes into liquidation (except for the purposes of amalgamation or re-construction in such a way that the resulting company effectively agrees to be bound by or assume the obligations imposed on the Photographer by the Contract);
 - 11.2.5 The Photographer ceases, or threatens to cease, to carry on business;
 - 11.2.6 The Photographer is unable to provide the Photographer's Services due to an event outside of his/her control (as under sub-Clause 10.2.4); or
 - 11.2.7 The Photographer changes these Terms and Conditions to your material disadvantage.
- 11.3 The Photographer may cancel the Photo Shoot for any reason at any time up to 30 Calendar prior to the date of the Photo Shoot. If you have made any payment to the Photographer (including but not limited to the Booking Fee) that/those sum(s) will be refunded to you.
- 11.4 If any of the following occur, the Photographer may cancel the Contract immediately by giving you written notice:
- 11.4.1 You fail to make a payment on time as required under Clause 5 (this does not affect the Photographer's right to charge interest on overdue sums under sub-Clause 5.11); or
 - 11.4.2 You have breached the Contract in any material way and have failed to remedy that breach within 30 Calendar Days of the Photographer asking you to do so in writing; or
 - 11.4.3 The Photographer is unable to provide the Photographer's Services due to an event outside of his/her control (see sub-Clause 10.2.5).
- 11.5 If cancellation under sub-Clauses 11.4.1 or 11.4.2 occurs more than 12 Months prior to the date of the Photo Shoot, the Photographer will refund all sums paid including but not limited to your Booking Fee. If such cancellation occurs less than 6 Months prior to the date of the Photo Shoot, the Photographer will retain all sums paid and any outstanding balance of the Price shall become due and payable within 14 Calendar Days. If the Photographer cancels the Contract at any time under sub-Clause 11.4.3 (or 10.2.5) all sums paid including your Booking Fee will be refunded. However, if the cancellation is due to access being prevented, wrong location details provided or if the Photographer is subjected to actual or threatened abuse or violence, then the Photographer will retain all sums paid and any outstanding balance of the Price shall become due and payable within 14 Calendar Days. Any and all refunds due under this sub-Clause 11.5 will be made as soon as is reasonably possible, and in any event within 14 Calendar Days of the Photographer's cancellation notice.
- 11.6 For the purposes of this Clause 11 (and in particular, sub-Clauses 11.2.1 and 11.4.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 11.2.1 and the Photographer under sub-Clause 11.4.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

12. Communication and Contact Details

- 12.1 If you wish to contact the Photographer with questions or complaints, you may do so by telephone at +33(0)553 916712 or +44(0)1652 240040 or by email at info@neilcoolingphotography.com.
- 12.2 In certain circumstances you must contact the Photographer in writing (when cancelling an Order, for example, or exercising your right to cancel the Contract). When contacting the Photographer in writing, you may use the following methods:
 - 12.2.1 Contact the Photographer by email at info@neilcoolingphotography.com; or
 - 12.2.2 Contact the Photographer by post at detailed in Clause 2.1.

13. Complaints and Feedback

- 13.1 The Photographer welcomes feedback from his/her customers and, whilst the Photographer always uses all reasonable endeavours to ensure that your experience as his/her customer is a positive one, the Photographer nevertheless wants to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with the Photographer's complaints handling policy as set out in this Clause 13.
- 13.3 If you wish to contact the Photographer about any aspect of your dealings with him/her, please contact the Photographer in one of the following ways:

13.3.1 In writing, addressed to Neil Cooling in accordance with the address details in Clause 2.1;

13.3.2 By email, addressed to neil@neilcoolingphotography.com;

13.3.3 By contacting the Photographer by telephone on +44 (0)1652 240040 or +33(0)553 916712.

13.4 On receipt of your complaint the Photographer will:

13.4.1 Confirm receipt of the complaint within 7 Calendar Days;

13.4.2 Undertake an investigation, clarify the relevant details and provide a response within the subsequent 14 Calendar Days;

13.4.3 Endeavour to rectify or otherwise the complaint within 30 Calendar Days of its receipt.

13.4.4 At the conclusion of the complaints process, irrespective of the outcome, the Photographer will provide you with full details of the conclusions and at that stage the Photographers decision is final.

14. How The Photographer Uses Your Personal Information (Data Protection)

14.1 All personal information that the Photographer may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

14.2 For complete details of the Photographer's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Photographer's Privacy Notice.

15. Other Important Terms

15.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without the Photographer's express written permission.

15.2 The Contract is between you and the Photographer. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.4 No failure or delay by the Photographer in exercising any of his/her rights under these Terms and Conditions means that the Photographer has waived that right, and no waiver by the Photographer of a breach of any provision of these Terms and Conditions means that the Photographer will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.