

THE COMPANY SHOP
TERMS AND CONDITIONS FOR SERVICES

BACKGROUND:

These Terms and Conditions for Services (“**Terms of Sale**”) set out the terms under which Services are sold and provided by us to business customers through us or via our website, <https://www.thecompanyshop.co.uk/> (“**Website**”). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from us. If ordering from our Website, you will be required to read and accept these Terms of Sale when ordering Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services from us.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Services, as explained in condition 9;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Force Majeure Event”	means a power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control;
“Order”	means your order for the Services;
“Order Confirmation”	means our acceptance and confirmation of your Order;
“Order Reference”	means your company name or other unique identifier for your Order;
“Registered Office Address”	means the registered office address (and associated services) that we can provide to your business, as part of the Services;
“Services”	means the services which are to be provided by us to you as specified in your Order (and confirmed in our Order Confirmation); and
“we/us/our”	means C S BUSINESS LTD trading as THE COMPANY SHOP , a company registered in Northern Ireland under NI028764, whose registered address is Forsyth House, Cromac Square, Belfast, Co Antrim, BT2 8LA.

2. Information About us

Our business and our Website is owned and operated by us. Our VAT number is GB653544040.

3. Access to and Use of the Website

3.1 It is your responsibility to make any and all arrangements necessary in order to access the Website.

- 3.2 Access to the Website is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Website (or any part of it) at any time and without notice. We will not be liable to you in any way if our Services or the Website (or any part of them) are unavailable at any time and for any period.
- 3.3 Use of the Website is subject to our Terms of Use, a copy of which is available on request.

4. **Business Customers and Consumers**

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Services for personal purposes (that is, not in connection with, or for use in, their trade, business, craft, or profession).
- 4.2 These Terms of Sale, together with any other terms or policies referenced herein that are applicable to the Services ordered, constitute the entire agreement between us and you with respect to your purchase of Services from us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of us that is not set out or otherwise referred to in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. **Services Location**

Our Services are available in the United Kingdom and the Republic of Ireland only. Customers from outside these areas may order Services from us, however such Services can only be provided in the territories set out above.

6. **Services, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from us correspond to the actual Services that will be provided to you, however please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 6.2 Where appropriate, you may be required to select the required package or bundle of Services.
- 6.3 We neither represent nor warrant that all Services will be available at all times and we cannot necessarily confirm availability until confirming your Order.
- 6.4 We make all reasonable efforts to ensure that all prices shown on the Website or stated elsewhere by us are correct at the time of going online, being printed or when provided to you. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. We may review and update our prices and pricing information from time to time, however, changes in prices will not affect any Order that you have already placed (please note condition 6.7 regarding VAT etc, however).
- 6.5 All prices are checked by us when we process your Order. In the unlikely event that we have shown or provided incorrect pricing information, we will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If we do not receive a response from you within 3 business days, we will treat your Order as cancelled and will notify you of the same in writing.
- 6.6 If the price of the Services you have ordered changes between your Order being placed and us processing that Order and taking payment, you will be charged the price shown on the Website or provided to you at the time of placing your Order.
- 6.7 Prices are shown exclusive of VAT or any other applicable sales tax. If the rate changes between your Order being placed and us taking payment, the amount of VAT or sales tax payable will be automatically adjusted when taking payment.
- 6.8 We do not make a full investigation of our clients' circumstances. Accordingly, we will not be liable for any loss or damage, financial or otherwise, which could have been

avoided if you took qualified legal, accountancy or other advice.

7. Your Obligations

- 7.1 You must provide us with all full and proper instructions required in order for us to perform the Services and you warrant that you have the authority to lawfully provide those instructions. You must ensure the accuracy and completeness of the information you provide to us and you accept all responsibility and liability for the rejection of any documents or services due to inaccuracies or incompleteness on your behalf.
- 7.2 You shall complete all documentation as required by law, any regulatory authority or government body including, but not limited to, any tax authorities or the applicable register of companies.
- 7.3 You authorise us and appoint us as your agent to:
 - 7.3.1 make payment of the registration fees to the applicable register of companies (you are obliged to pay the applicable fees in respect of the incorporation of your new company or companies, and for the submission of any forms); and
 - 7.3.2 file the applicable statutory forms required to implement the Services provided to you under these Terms of Sale. If any Services expire or are cancelled or terminated as a result of failing to make any required payments, you authorise us to file the applicable statutory forms required to terminate those Services. We may charge you an administration fee, where applicable and required.
- 7.4 If you are acting on behalf of a third-party, you warrant that you have collected full and proper consent and authority to lawfully act on their behalf and represent them. Further, by using our Services on behalf of a person or company, you are confirming you have undertaken the relevant identification and verification of the person or company and you agree to be holding copies of the documentation upon which we can rely on and you will produce to us, if requested.
- 7.5 You accept that it is your responsibility to ensure that any company name you choose is available for registration and can be lawfully used by you. We accept no liability for your choice of name.
- 7.6 You agree not to use our Services for any fraudulent activities. If we suspect any fraudulent or inappropriate conduct, we will cancel the Services with immediate effect and we may withhold your fees.
- 7.7 Where applicable, you may be subject to the terms and conditions of our third-party providers as part of the Services or where we refer you to them and you shall accept and consent to each such third-party provider's terms and conditions. We are not liable or responsible for your acceptance of or compliance with any such third-party terms and conditions or your compliance with them.
- 7.8 If you wish to make changes to any of your details such as registered office address or list of directors, you must inform us immediately.
- 7.9 You will indemnify us and keep us indemnified against any expenses, costs, claims, damages or penalties incurred by us in connection with the Services or these Terms of Sale, however they arise.

8. Services – Registered Office Address

- 8.1 You are only permitted to use the Registered Office Address for registered office purposes only. You must not use the Registered Office Address as your trading address.
- 8.2 If we update the Registered Office Address, we will inform you (usually by email).
- 8.3 You are only permitted to use the Registered Office Address for your companies that have our prior authority and consent to do so and provided you have paid any such applicable fees.
- 8.4 By using our Registered Office Address, you agree to comply with all applicable legal and regulatory obligations for your company or companies, including, not limited to,

notices on your website and stationery. We reserve the right to cancel the Registered Office Address service, if you fail to adhere to applicable legal and regulatory requirements for your company or companies.

- 8.5 You acknowledge and agree not to carry on any business which is illegal, defamatory, immoral or obscene and you further agree with us not to use our address and/or telephone and fax numbers nor the offices / premises, whether directly or indirectly, for any such purpose or purposes or for which could be construed as such.
- 8.6 We shall be entitled to refuse to accept any parcel, packet or other object other than letters addressed to you, unless previous written arrangements have been entered into by you and agreed in writing by us.
- 8.7 We will not disclose or use your or any of your directors' private addresses in any manner other than those agreed between us, with the exception of where we are obliged to make any disclosure by law or by court order.
- 8.8 You shall reimburse us immediately for all additional expenses in connection with the Services or any additional services.
- 8.9 Any non-payment for the renewal of the Registered Office Address service means that you will be deemed to have irrevocably authorised us to change, with immediate effect the Registered Office Address of your company or companies to your residential address or to such other address previously notified to us by you for this purpose.
- 8.10 You understand and agree that any mail (other than statutory mail from tax authorities or company registries) will be returned to the sender unless you have also purchased an active mail forwarding service.
- 8.11 Please note, that where you have subscribed for the Registered Office Address service, registrars at the applicable companies register have statutory rights to serve notices to any directors or persons of significant control on any addresses held by them, including your home addresses. Therefore, we are not able to confirm or guarantee all correspondence or notices sent from the applicable company registry will be via the Registered Office Address service.

9. **Orders – How Contracts Are Formed**

- 9.1 The Website or a member of our team will guide you through the ordering process. Before submitting your Order to us, please ensure that you have checked your Order carefully before submitting it.
- 9.2 No part of the Website nor any quotation provided to you constitute a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by us sending you an Order Confirmation by email, or if no Order Confirmation is sent, when we send you the invoice. Only once we have sent you an Order Confirmation (or, where applicable, our invoice) will there be a legally binding contract between us and you (the "**Contract**").
- 9.3 Order Confirmations confirm our receipt and acceptance of the Order from you and may contain other relevant information such as, your Order Reference, details of the Services and the fees.
- 9.4 If we, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible and in any event within 14 calendar days.
- 9.5 Provided we have not yet submitted your Order to the applicable register of companies or to any other relevant third-parties, you may change your Order by contacting us by email. We will then let you know if it is possible to change your Order. We will confirm Order changes and if there are any additional fees payable in connection with those changes.
- 9.6 We may cancel your Order at any time before we begin providing the Services in the following circumstances:

- 9.6.1 the required personnel and/or required/requested information or materials necessary for the provision of the Services are not available or have not been provided to us; or
- 9.6.2 a Force Majeure Event continues for more than 4 weeks (please refer to condition 17 for Force Majeure Events).
- 9.7 If we cancel your Order (prior to your Order being submitted to the applicable register or companies or to any other relevant third-parties) and we have taken payment, any such sums will be refunded to you as soon as possible and in any event within 14 calendar days. If we cancel your Order, you will be informed by email.
- 9.8 Any refunds due under this condition 9 will be made using the same payment method that you used when ordering the Services.

10. **Payment**

- 10.1 Payment for the Services will either be due in the form of:
 - 10.1.1 an advance payment of the total price for the Services;
 - 10.1.2 payments offered subject to our credit terms; or
 - 10.1.3 a regular annual charge for Registered Office Address services.
- 10.2 All sums due must be paid in full without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 10.3 We accept the following methods of payment:
 - 10.3.1 payment by debit/credit card;
 - 10.3.2 cheque;
 - 10.3.3 BACS transfer;
 - 10.3.4 payment by telephone; or
 - 10.3.5 online payment which is processed by our third-party payment processors, Stripe or Opayo.
- 10.4 We will provide you with an invoice or receipt for the sums due or paid. Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.
- 10.5 If you do not make any payment to us by the due date, we may charge you interest on the overdue sum at the rate of 6% per annum above the base lending rate of The Bank of England 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.
- 10.6 The provisions of condition 10.4 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will be payable while such a dispute is ongoing. Once any such dispute is resolved, we will charge interest on correctly invoiced sums from the original due date.

11. **Provision of the Services**

- 11.1 We will provide the Services with reasonable skill and care. We will begin providing the Services on the date agreed when you make your Order (which we shall confirm in the Order Confirmation).
- 11.2 We will continue providing the Services until the Services are completed (in our sole discretion) or until the estimated completion date set out in the Order Confirmation.
- 11.3 We will make every reasonable effort to provide the Services in a timely manner. We cannot, however, be held responsible for any delays if a Force Majeure Event occurs (further details of which are set out in condition 17).
- 11.4 If we require any information, data or action from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.

- 11.5 If the information or data you provide or the action you take under condition 11.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a problem arising as a result of delayed, incomplete or otherwise incorrect information, data or action that you have provided or taken, we may charge you additional fees for that work.
- 11.6 In certain circumstances, for example where there is a delay in you sending us information, data or taking action required under condition 11.4, we may suspend the Services (and will inform you of that suspension by email).
- 11.7 In certain circumstances, for example where we encounter a technical problem, we may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action or is outside of our control such as, the UK Companies House website not being available, we will inform you in advance by email before suspending or interrupting the Services.
- 11.8 If the Services are suspended or interrupted under conditions 11.6 or 11.7 you will not be required to pay for them during the period of suspension, unless you have a regular payment set up with us, such as a monthly payment or subscription. You must, however, pay any sums that may already be due by the appropriate due date(s).
- 11.9 If you do not pay us for the Services as required by condition 10, we may suspend the Services until you have paid any and all outstanding sums due. If this happens, we will inform you by email. This does not affect our right to charge you interest on any overdue sums under condition 10.5.
- 11.10 We always use reasonable endeavours to ensure that our Services are trouble-free. If, however, there is a problem with the Services please contact us as soon as is reasonable possible via email to: formations@thecompanyshop.co.uk.
- 11.11 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.
- 11.12 We will not charge you for remedying problems under this condition 11 where the problems have been caused by us. If we determine that a problem has been caused by you, including your provision of incorrect or incomplete information or data, or taking of incorrect action, condition 11.5 will apply and we may charge you for the remedial work.

12. Cancelling the Services

- 12.1 Cancellation of Contracts shall be subject to the specific terms governing the Services in question and may be subject to a minimum contract duration.
- 12.2 If you wish to cancel the annual service for registered office services, you must inform us of your wish to cancel prior to the date of any annual renewal.
- 12.3 If you wish to cancel under this condition 12, you may inform us of your cancellation:
- 12.3.1 by email: formations@thecompanyshop.co.uk; or
- 12.3.2 in writing to our postal address,
- in each case, providing us with your name, address, email address, telephone number, and Order Reference.
- 12.4 We may ask you why you have chosen to cancel and may use any answers you provide to improve our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.5 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform us that you wish to cancel (please note that this may include charges for preparatory work that we have undertaken where we have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums. You will not be entitled to a refund (pro-rata or otherwise) for any services that are paid annually such as our Registered Office Address service.

- 12.6 Refunds under this condition 12 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel.
- 12.7 Refunds under this condition 12 will be made using the same payment method that you used when ordering or paying for the Services.

13. Ending the Contract Because of Something we Have Done (or Will Do)

- 13.1 You may end the Contract immediately at any time by giving us written notice in the following circumstances:
 - 13.1.1 we breach the Contract in a material way and fail to remedy the breach within 30 days of you asking us to do so in writing;
 - 13.1.2 we go into liquidation or have a receiver or administrator appointed over our assets;
 - 13.1.3 we change these Terms of Sale to your material disadvantage; or
 - 13.1.4 we are adversely affected by a Force Majeure Event in accordance with condition 17.4.
- 13.2 If you wish to cancel under this condition 13, you may inform us of your cancellation by email, using the following details:
 - 13.2.1 email: formations@thecompanyshop.co.uk; or
 - 13.2.2 in writing to our postal address,
 - in each case, providing us with your name, address, email address, telephone number, and Order Reference.
- 13.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 13.4 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform us that you wish to cancel (please note that this may include charges for preparatory work that we have undertaken where we have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums. If you are cancelling due to our breach under condition 13.1.1, you will not be required to make any payment to us (unless such failure is due to a Force Majeure Event or is due to your failure to comply with any of your obligations). You will not be entitled to a refund (pro-rata or otherwise) for any Services that are paid annually such as our Registered Office Address services.
- 13.5 Refunds under this condition 13 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel.
- 13.6 Refunds under this condition 13 will be made using the same payment method that you used when ordering the Services.

14. Our Rights to Cancel

- 14.1 For cancellations before we begin providing the Services, please refer to condition 9.6.
- 14.2 We may cancel the Contract after we have begun providing the Services due to a Force Majeure Event that continues for more than 4 weeks (in accordance with condition 17.3), or due to the non-availability of required personnel and/or required information, data or materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that we have already provided up until the point at which we inform you that we are cancelling. Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums.
- 14.3 Once we have begun providing the Services, we may cancel the Contract at any time

and will give you at least 30 days' written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums.

- 14.4 We may cancel immediately by giving you written notice in the following circumstances. You will only be required to pay for Services that we have already provided up until the point at which we inform you that we are cancelling. Such sums will be deducted from any refund due to you or, if no refund is due, we will invoice you for the relevant sums:
 - 14.4.1 you fail to make a payment by the due date as set out in condition 10. This does not affect our right to charge you interest on any overdue sums as set out in condition 10.5; or
 - 14.4.2 you breach the contract in a material way and fail to remedy the breach within 14 calendar days of us asking you to do so in writing.
- 14.5 Refunds under this condition 14 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel.
- 14.6 Refunds under this condition 14 will be made using the same payment method that you used when ordering the Services.

15. **Our Liability**

- 15.1 Subject to condition 15.3, we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.
- 15.2 Subject to condition 15.3 our total liability to you for all other losses arising out of or in connection with any contract between you and us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 50% of the total sums paid by you under the contract in question.
- 15.3 Nothing in these Terms of Sale seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

16. **Intellectual Property Rights and Confidentiality**

- 16.1 All intellectual property rights we create in connection with the Services whether registered or not (including, but not limited to, all copyright, patents, and trade marks) shall remain our property. This also includes the design, text, graphics and other material on our Website and the selection or arrangement thereof. Any use of our materials on our Website or otherwise without our prior written permission is strictly prohibited.
- 16.2 If you provide us with any confidential information that you wish us to treat as confidential and wish us not to disclose to any third-parties, you must inform us of such confidentiality obligation and label such information as confidential.

17. **Force Majeure Events**

- 17.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from a Force Majeure Event.
- 17.2 If any event described under this condition 17 occurs that is likely to adversely affect our performance of any of our obligations under these Terms of Sale:
 - 17.2.1 we will inform you as soon as is reasonably possible;
 - 17.2.2 our obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that we are bound by will be extended accordingly; and

17.2.3 we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary.

17.3 If the Force Majeure Event continues for more than 4 weeks, we may cancel the Contract and inform you 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, no later than 14 calendar days after the date on which we inform you of the cancellation.

17.4 If a Force Majeure Event occurs and continues for more than 3 calendar months and you wish to cancel the Contract as a result, you may do so by emailing:

Email: formations@thecompanyshop.co.uk;

In each case, providing us with your name, address, email address, telephone number, and Order Reference. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and, in any event, no later than 14 calendar days after the date on which you inform us that you wish to cancel.

18. **Communication and Contact Details**

If you wish to contact us with general questions, you may contact us by telephone at +44 (0)28 9055 9955 or by email at formations@thecompanyshop.co.uk.

19. **Complaints and Feedback**

19.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

19.2 If you wish to give us feedback about any aspect of your dealings with us, please contact us:

By email: formations@thecompanyshop.co.uk

20. **How we Use Your Personal Information (Data Protection)**

20.1 All personal information of yours that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

20.2 For complete details of our 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 our [Privacy Policy](#).

21. **Other Important Terms**

21.1 We may transfer (assign) our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms of Sale will not be affected and our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

21.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without our express written permission.

21.3 The Contract is between you and us. 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 of Sale.

21.4 If any of the provisions of these Terms of Sale 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 of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

21.5 No failure or delay by us in exercising any of our rights under these Terms of Sale

means that we have waived that right, and no waiver by us of a breach of any provision of these Terms of Sale means that we will waive any subsequent breach of the same or any other provision.

- 21.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms of Sale at any time, we will give you at least 30 calendar days' written notice of the changes before they come into effect. If you wish to cancel the Contract as a result, please refer to condition 13.1.3.

22. **Governing Law and Jurisdiction**

- 22.1 These Terms of Sale, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 22.2 Any disputes concerning these Terms of Sale, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.