



Kovacs
Construction Ltd.
family business where we care

**TERMS AND CONDITIONS OF BUSINESS OF KOVACS
CONSTRUCTION LTD.**

BACKGROUND:

These Terms and Conditions are the standard terms, which apply to the provision of building services by Kovacs Construction Ltd. (“the Builder”) to customers who require building services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

“Agreed Times”	means the times which You and We agree for the Builder to have access to the Property to complete the Job;
“Agreement”	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions
“Builder”	means Us or Our employees and/or self employed contractors and/or sub contractors who will be responsible for providing the Building Services;
“Building Services”	means the building services We will provide as specified in the Agreement;

“Business”	means any business, trade, craft or profession carried on by You or any other person or organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Builder who receives Building Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit You may be required to pay in accordance with Clause 5;
“Final Fee”	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.
“Job”	means the complete performance of the Building Services;
“Model Cancellation Form”	means the model cancellation form contained upon our website;
“Order”	means Your initial request for Us to provide the Building Services as set out in Clause 4;
“Products”	means the products required for the provision of the Building Services which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, or other property as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
“Start Date”	means the estimated date You and We agree on for Us to start providing the Building Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Builder visits the Property to provide the Building Services;

- “We/Us/Our”** means the Builder and includes all employees, agents and sub-contractors of the Builder;
- “Work Area”** means the part of the Property where the Building Services are to be provided;
- “You/Your”** means the customer under the Agreement, who has requested the carrying out of the Building Services.
- “Work”** shall mean the work, which we are due to carry out under the relevant contract
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.
 3. Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
 4. Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
 5. Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
 6. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
 7. Words signifying the singular number will include the plural and vice versa.
 8. References to any gender will include any other gender.
 9. References to persons, unless

the context otherwise
requires, include corporations.

2. Information about Us

1. We are a private limited company.
2. We trade under the name of Kovacs Construction Ltd.
3. We are registered in England and Wales under number 10559236.
4. Our registered office is at 4th floor, 18 St. Cross Street, City of London, EC1N 8UN.
5. Our main trading address is at 4th floor, 18 St. Cross Street, City of London, EC1N 8UN.
6. Our VAT number is 303690129.

3. Communication and Contact Details

1. If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0208 303 1745 or by email at info@kovacsconstruction.co.uk.
2. In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 1. contact Us by email at info@kovacsconstruction.co.uk; or
 - contact Us by pre-paid post to Kovacs Construction Ltd. at 4th floor, 18 St. Cross Street, City of London, EC1N 8UN.

4. Orders

1. We accept orders for Building Services including via telephone and email.
2. When placing an Order You should set out, in detail, the Building Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required.
3. Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit (if applicable), any relevant stage payments, and fees (see Clauses 5 and 6).
4. If We cannot accept your Order, We will inform you of this, normally in writing.
5. You may make proposed changes to the Order and Quotation before accepting it. Any proposed changes will need to be agreed by us in writing.
6. You may accept a Quotation by signing and dating a copy of it and returning it to Us within 30 calendar days after the date We issue the Quotation. You may also accept the Quotation if you wish via email. As set out below, a legally binding agreement will only arise once you have paid in cleared funds the deposit required for the Agreement by

us.

7. When (but not before) You have returned the Quotation, signed and dated, and/or have accepted the Quotation via email and You have paid the Deposit in cleared funds, a legally binding contract between You and Us will be created for Us to provide the Building Services and for You to pay for them.
8. If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result.
9. If no price has been agreed, in relation to any extra work (and/or additional products or materials) requested by you outside the scope of the original Agreement, you will be responsible to pay a reasonable price for any such extra work (and/or additional products and materials) which we may undertake (and/or provide) for at your request.

5. **Deposit, Stage Payments and Retention**

1. At the time of accepting the Quotation or not more than 7 calendar days thereafter, You will be required to pay Us a Deposit. Unless otherwise stated in the Quotation, (or otherwise agreed in writing

- between us) the Deposit will be 25% of the Quoted fees. We will not confirm an Order until the Deposit has been paid in cleared funds in full.
2. If you cancel the Building Services, We may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.
 3. You will also pay any stage payments as set out in the Quotation or otherwise agreed between us in writing.
 4. A final payment equal to 2.5% of the contract price ("the Retention Payment") will be payable by you 3 months after the date of practicable completion of the Work.
 5. The Work will practically complete when the Work has been substantially completed and is reasonably fit for use.

6. Fees and Payment

1. The Quoted Fee will include the price payable for the Building Services and for the estimated Products required.
2. We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required or it becomes reasonably necessary to use substitute products, We shall be entitled to use the same for the purposes of the Agreement and we shall

- be entitled to adjust the Final Fee to reflect this, by such amount as may be reasonable. We will where reasonably practicable keep You informed of any such changes.
3. If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We may charge you for the increase. We will in such case inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
 4. The Quoted Fee and the Final Fee will be stated to be exclusive or inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
 5. We will send a final invoice to You on or after the date of practical completion of the Work (which will provide credit in respect of the Deposit and/or any required stage payments which have been paid, but will include provision for the 2.5% Retention Payment payable by you 3 months after the date of practical completion).
 6. You must pay the final invoice within 7 calendar days of receiving it.
 7. We accept the following

methods of payment:

1. Cash (up to £20,000), credit/debit card (- but not American Express), and cheque.

8. If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 8% per day from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

7. Building Services and Start Time and Completion Times being Estimates Only

1. Before We start the Job We will carry out an inspection of the Property to check that the Building Services are appropriate for the Property, practical and can be carried out safely.
2. We will provide the Building Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
3. We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job or to

- guarantee specific results.
4. We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be some variations to the Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of technical changes on the part of the manufacturer. Product packaging may also vary. If different Products are required due to non-availability, We will notify this to you as soon as may be reasonably practicable,
 5. We will ensure that all Products are in a satisfactory condition at the time of use.
 6. We will perform the Building Services with reasonable care and skill.
 7. We will so far as may be reasonably practicable, notify You in advance if the work We are doing is likely to materially affect the Property outside of the Work Area. You will be responsible for any remedial work to any outside areas, unless such work arises due to the breach of our duty to you to carry out the work with reasonable skill and care.
 8. We will so far as may be reasonably practicable

- ensure that furniture, flooring and walls in the Work Area that are not being worked on as part of the Job are suitably covered and protected for the duration of the Job.
9. We will so far as may be reasonably practicable properly dispose of all waste that results from Our provision of the Building Services.
 10. If We cause any damage during the course of the Job you will provide to us with a reasonably opportunity to repair the damage at own cost- to include but not be limited after the date of completion of the relevant work.
 11. You will provide reasonable access for any inspections of the Property which we may from time to time reasonably require- including both prior to the commencement of the Work and/or after the practical completion of the Work.
 12. We shall not be responsible for any disruption or disturbance to your use or enjoyment of the Property which may be caused by the Works.
 13. After the Job has been practically completed We will work with You to produce a snag list identifying any faults or defects in Our work which we need to put right after practical completion of the Job. We will not be responsible for any defects which result from your

own work or from the work of any third party contractors who have been engaged by yourself.

14. Any dates we provide to start and/or complete the Work shall be estimates only.
15. Our obligations shall be to use reasonable efforts to complete the work within a reasonable time scale and we give no guarantees in relation to any specific start or completion dates for the Work. This clause shall also be without prejudice to any delay caused by any event(s) outside of our reasonable control, in relation to which we shall have no legal responsibility for.
16. You shall provide reasonable access to the Property to enable the Work to be carried out by us.

8. **Faulty Products**

1. If any Products are supplied in the course of Us providing the Building Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us of this as soon as shall be reasonably practicable using the contact details above in Clause 3.
2. We shall have the option to require you to keep the Product(s) at a reduced price (of such amount- if any- as may be fair and reasonable), or

to provide a repair or replacement.

3. We shall have no responsibility for any defect in a Product if the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by us or our contractors or as included with the Product.

9. Problems with Our Service

1. If there is a problem with the result of the Building Services, i.e. they have not been carried out in your view with reasonable care and skill, or a Product is in your view defective, we shall be entitled to remedy the service and/or replace the Product, at our own cost and expense, and you agree to provide reasonable access to the Property for this purpose.
2. We always use reasonable efforts to ensure that Our provision of the Building Services is trouble-free. If, however, there is a problem with the Building Services We request that You inform Us in writing as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Building Services as quickly as is reasonably possible and practical.
3. We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us. If We

determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.

10. Your Obligations

1. If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the Building Services. It is your responsibility to obtain these consents and we shall have no responsibility for any delay caused by such consents not being secured prior to the due date for the commencement of the Work.
2. If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Building Services.
3. You will ensure that we (our directors, employees, self employed staff, agents, contractors and subcontractors) can access the Property at all reasonable times to provide the Building Services.
4. You may either give the Builder a set of keys to the Property or be present at the relevant times to give the Builder access.
5. You must ensure that the Builder

- has reasonable access to electrical outlets and a supply of hot and cold running water.
6. You must ensure that the Work Area is kept clear of furniture and other items and out of use for the duration of the Job unless We direct otherwise.
 7. If You do access the Work Area at any time during the course of the Job You must observe all relevant health and safety rules and must comply with any additional instructions the Builder gives You.
 8. Unless redecoration following completion of building work forms an agreed part of the Building Services, You will be responsible for any redecoration required.
 9. If You do not provide the required access to the Property or make it impossible for Us to provide the Building Services by failing to comply with any other provision in this Clause 10, We may invoice you for any additional charges incurred as a result.

11. Complaints and Feedback

1. We always welcome feedback from Our customers and, while 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.

2. All complaints are handled in accordance with Our complaints handling policy and procedure, a copy of which will be provided to you upon request.
3. If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the ways set out in clause 3 above.

12. **Changing the Start Date**

1. If You ask Us to change the Start Date:
 1. We will where reasonably possible agree a revised Start Date with You;
 2. If it is not possible to agree a revised Start Date We may terminate the Agreement (see Clause 15).
 3. We may (but shall not be obliged) to delay the start date for the Work if this start date is within any statutory cooling off period and you have not (during the cooling off period) waived your statutory right to cancel the contract.

13. **Cancellation of Contract During the Cooling Off Period**

1. Where the Agreement is not made "on Our premises", if you are a consumer, You may have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends 14 calendar days after the date on which the contract is formed.
2. If You wish to exercise a statutory right to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by

post, or email to the postal address, or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

3. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
4. If You exercise this right to cancel You will (save as otherwise provided by the relevant legislation) receive a full refund of any amount paid to the Us in respect of the contract.
5. We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
6. We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
7. If the Start Date falls within the cooling off period You must make an express request for provision of the Building Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:

1. If the Job is completed within the 14-calendar day cooling off period, You will lose the right to cancel once the Job is completed;
2. If You cancel the Agreement after provision of the Building Services has begun You will be required to pay for the Building Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
3. The amount due will be calculated in proportion to the full price of the Building Services and the actual Building Services already provided. Any sums that have already been paid for the Building Services will be refunded, subject to deductions calculated on this basis;
4. We will process any refund no later than 14-calendar days after You inform Us of Your wish to cancel.
 8. Clause 14 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

14. Cancellation Outside of the Cooling Off Period

1. In addition to Your rights in Clause 13 relating to a statutory consumer cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
 1. If You cancel the Job after any statutory 14-calendar day cooling off period has expired (or where it does not apply) We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
 2. We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable

control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14-calendar days of termination.

15. Termination and Suspension of Work

1. You may (but are not obliged) terminate the Agreement with immediate effect at any time by giving Us written notice if:

1. We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;
2. We enter into liquidation or have an administrator or receiver appointed over Our assets;
3. We have been unable to provide the Building Services for a period in excess of 4 weeks due to an event outside of Our reasonable control (see Clause 17).

2. We may terminate the Agreement with immediate effect by giving You written notice if:

1. You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
2. You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
3. You and We have been unable to agree a revised Start Date under Clause 12;
4. You do not provide the Builder with access to the Property or otherwise make it impossible for the Builder to provide the Building Services, and/or you have excluded us from the site;

5. We have been unable to provide the Building Services for more than 4 weeks due to an event outside of Our control (see Clause 17).
 3. For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. 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.
 4. If at the termination date:
 1. You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Building Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4;
 2. We have provided Building Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.
 3. We have the right to elect to suspend work if and so for as long as any deposit and/or stage payment which is due has not been paid. We will notify you in writing if we decide to exercise the right to suspend work under this clause.

16. **Effects of Termination**

1. If the Agreement is terminated for any reason:
 1. Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

2. Termination will not remove or reduce any right to damages or other remedy, which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control (Force Major)

1. We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our 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), epidemic or other natural disaster, inclement weather, or any other event that is beyond Our reasonable control.
2. If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 1. We will inform You as soon as is reasonably possible;
 2. Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 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 Building Services as necessary;

4. You or We may terminate the Agreement (see Clause 15).

18. **Liability**

1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
2. We will maintain suitable and valid insurance including public liability insurance.
3. We provide Building Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
4. If We cause any damage to the Property through a breach of contract on our part, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Building Services, or any

damage caused not through our obligation to carry out the Work using reasonable skill and care.

5. We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Builder.
6. Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
7. Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation.

19. **How We Use Your Personal Data (Data Protection)**

1. All personal information that We 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.
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 Notice
available upon our website.

20. Other Important Terms

1. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
2. We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
3. You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
4. The Agreement 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 the Agreement.
5. If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of

the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

6. No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

21. Dispute Resolution

1. If any dispute arises in connection with this Agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 10 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR Notice') to the other party[ies] to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
2. If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 10 working days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.
3. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the

other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.'

22 Regulations and Information

7. Where you are a consumer, We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information within this Agreement and/or the Quotation and relevant information is also contained upon our website.

23. Law and Jurisdiction

- i. These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and Wales.
- ii. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- iii. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.