



# Russ Proctor Fine Art

## [www.rpfineart.com](http://www.rpfineart.com)

## Terms and Conditions of Sale

### 1. THESE TERMS

1.1. What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract. what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss this.

1.3. This contract is for consumers only. In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- These terms are offered to consumers only, not business customers.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are. We are Russ Proctor, sole trading as Russ Proctor Fine Art, <http://www.rpfineart.com> ("the Company"), ("The Site Owner"), from 5 Cope Court, Swineshead, Lincolnshire, PE20 3JX, England.

2.2. How to contact us. You can contact us via email at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com); by using the 'Contact with me' message facility found at ("the Website") <https://www.rpfineart.com/contact> or alternatively, you may write to us by post to the Company's registered address: 5 Cope Court, Swineshead, Lincolnshire, PE20 3JX, England.

2.3. How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address which you provided to us when subscribing to a membership Account, or placing an order for goods, via the Website.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

3.1. How we will accept your order. Our acceptance of your order for the supply of Services (for example, a subscription for a Membership Account ("Account Subscription"). or order for goods, will take place when we email you to accept it; at which point a contract will come into existence between you and us.

3.2. If we cannot accept your order. If we are unable to accept your order for services and/or goods, we will inform you of this in writing and will not charge you for the supply of services and/or goods. This might be because the services are unavailable, a product is out of stock, because of unexpected limits on our resources which we could



not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3. Your Account Subscription(s). Following an order for an Account Subscription (a specific contract for the supply of services), we will assign Account login details, and a membership number to you. We will tell you what these are in writing when we accept your Account Subscription. At the time of subscribing for a Membership Account, you shall be asked to provide us with personal details such as title, forename(s), surnames, date of birth, contact details (such as email address, postal address, telephone number) in order to assist us in subscribing you as a member. You acknowledge that, after entering into a contract for an Account Subscription, you allow the Company the right to provide your forename and surname to other members of the Website, specifically for use within forums contained on the Website. You will be able to alter any of your personal details via your Account login and will have the option to alter the privacy settings of your Account. At the time of paying for your Account Subscription (for further details regarding payment, please see Clause 13) you may be asked to provide details for payment (such as credit card details, billing address etc.) to a third-party payment provider nominated by the Company, in order to effect payment for your Account Subscription. These details will be handled by the Company in accordance with its Privacy Policy.

3.4. Feedback provided to you. Russ Proctor may personally, or via members of his team, from time to time provide members with written feedback on any posts which members might upload to the Website, (most notably, the Company's FaceBook, Instagram or Website Blog). You acknowledge that by agreeing to these terms, the Company provides you with no guarantee that Russ Proctor, and members of the Company's team, will provide written feedback on any posts which you might upload, and any feedback which is to be provided will be at the absolute discretion of the Company.

3.5. Your order number for goods. We will assign an order number to your order for goods, and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### **4. OUR PRODUCTS**

4.1. Products (Goods & Services) may vary slightly from their pictures. The images of the products available for sale on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **6. OUR RIGHTS TO MAKE CHANGES**

6.1. Minor changes to the products. We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example, to address a security threat. These changes will not affect your use of the product.

6.2. More significant changes to the products and these terms. We may, from time to time, make more significant changes to the products offered and these terms and conditions. If we do, we shall notify you and you may then contact us to end the contract before changes take effect, upon which Clause 8.2 will apply.

6.3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.



## 7. PROVIDING THE PRODUCTS

7.1. Delivery costs. The costs of delivery and delivery options available will be as displayed to you on the order pages on our website when you place your order.

If ordering original artwork, we use an insured art courier or shipper, and are tracked, will email you with a personalised quote for this service. The value of the quote is subject to dimensions of the consignment, speed of delivery, the delivery address, and level of insurance required.

7.2. When we will provide the products.

(a) If the products are goods. If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.

(b) If the products are one-off services. We will begin the services on the date agreed with you during the order process.

(c) If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.

7.3. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4. If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will instruct the courier to leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5. If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.1 through to 10.4 will apply.

7.6. Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods, then you may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to deliver the goods;

(b) delivery within the delivery deadline was essential (considering all the relevant circumstances); or

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

7.7. Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 7.6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.8. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under Clause 7.5 or Clause 7.6, you can cancel your order for any of the goods or reject goods and rejected goods have been delivered back to the Company in acceptable and resalable condition. After that, we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com), or contact us via the message facility on the Website, to arrange a return or collection.



7.9. When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

7.10. When you own goods. You own a product which is goods once we have received payment in full.

7.11. What will happen if you do not give required information to us. We may need certain Information from you so that we can supply the products to you, for example, your address, contact number, specific delivery information, amongst other things. If so, this will have been stated in the description of the products on our website. We will contact you "in Writing" to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

7.12. Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see Clause 6).

7.13. Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it or tell you we are going to suspend it. We will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.14. We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see Clause 13.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid Invoice (see Clause 13.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 13.5).

## **8. YOUR RIGHTS TO END THE CONTRACT**

8.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 11.
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2,
- (c) If you are a consumer and have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see Clause 8.7.

8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to reasonable compensation limited to and not exceeding the order value or difference in value of goods or services ordered. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 8.2);



(b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer, then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4. When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

(a) digital products after you have started to download or stream these;

(b) services, once these have been completed, even if the cancellation period is still running;

(c) sealed prints or greeting cards, once these products are unsealed after you receive them; and

(d) any products which become mixed inseparably with other items after their delivery.

(e) Bespoke or commissioned original artwork or personalised prints or other personalised products to order.

8.5. How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) Have you commissioned services (for example, creating a personalised original artwork to your own specifications that cannot be sold elsewhere) If so, you have 14 days from the date of purchase/commission of your initial order to request a full refund. Please note any refunds will be subject to an administration charge of £10.00. If you cancel after the 14-day cooling-off period, you will not be entitled to a refund.

(b) Have you bought goods (for example, a Print or Painting), If so you have 14 days after the day you (or someone you nominate) receives the goods, unless:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.6. Ending the contract where we were not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see Clause 8.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered or downloaded and paid for. A contract for services (for example an original painting or drawing is commissioned) is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until the end of the contract term (as selected by you prior to entering into the contract) has expired. We will refund any advance payment you have made for products which will not be provided to you.

## **9. HOW TO END THE CONTRACT WITH US**

(including if you are a consumer who has changed their mind)

9.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:



(a) Email. Email us at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com). Please provide your name, home address, details of the order reference number and your phone number and email address.

(b) Online. Contact us via the messaging facility contained on our Website.

(c) By post. Write to us at the Company's registered address (see Clause 2.1), including details of what you bought, the date you ordered and the date you received it and your name and address, and phone number.

9.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods using the original packing materials, to us via post to the address found at Clause 2.1 or (if they are not suitable for posting) allow us to collect them from you. Please email us at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com), or contact us via the messaging facility contained on our Website, to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods and provide either an official receipt as proof of delivery, or a live postal tracking code to us via email or by post within 14 days of telling us you wish to end the contract.

9.3. When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty or misdescribed.

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5. How we will refund you. If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6. When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we can inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. In any case, any refund will be subject to an administration charge of £10.00.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind, then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see Clause 9.2.

(b) In all other cases, your refund will be made

within 14 days of your telling us you have changed your mind.



## **10. OUR RIGHTS TO END THE CONTRACT**

10.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

(d) you fail to comply with the Company's Terms and Conditions of Sale or Terms and Conditions of Use.

10.2. Restricting your use of the Website once the contract has ended. In the event that we exercise our right to end the contract with you for any of the situations set out in Clause 10.1 we reserve the right to restrict, and/or terminate, your access to the Website following the date of termination of the contract without prior notice to you.

10.3. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.4. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 1 month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

How to tell us about problems. If you have any questions or complaints about the product, please contact us within 48 hours of delivery. You can write to us at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com), via the Messaging facility contained on the Website, or by post to the Company's address provided at Clause 2.1.

## **12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

12.1. If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Please be aware that you have a number of key legal rights in relation to the products which are supplied by us. Nothing in these terms will affect your legal rights.

12.2. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please write to us at [enquiries@rpfineart.com](mailto:enquiries@rpfineart.com), via the Messaging facility contained on the Website, or by post to the Company's address provided at Clause 2. 1 to arrange a collection.

## **13. PRICE AND PAYMENT**

13.1. Where to find the price for the product. The price of the product, (Goods or Services) (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. (If we accept and process your order where a pricing error is obvious and unmistakable)



and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.)

13.4. When you must pay and how you must pay. We accept payment via most major debit and credit card providers. We accept American Express. Use of credit cards may mean that you will be charged an additional service charge; you will be informed if this is the case. When you must pay depends on what product you are buying:

(a) For goods: you must pay for the products before we dispatch them.

(b) For digital content: you must pay for the products before you download them.

(c) For Commissioned products and Bespoke Services: will be offered in the form of a staged payment basis: 50% of quoted project value due on commencement of works, with balance of remaining 50% of project value and agreed delivery charges to be paid on completion of works before despatch of order is made. You will be notified by email or by post and an invoice issued in advance for the price of the Services before we start providing them. Each invoice will be payable immediately, and the Company will not provide the Services until payment has been received in cleared funds. Once a contract for Services has expired, in order for the Services to continue, you will be invoiced in advance for the price of the Services. This invoice will be payable immediately, and the Company will not continue to provide the Services until payment has been received in cleared funds.

13.5 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the Bank of England's base lending rate, from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13.7. We can increase the price for the supply of products. We reserve the right to increase the price for the supply of products offered via the Website. In respect of goods services and digital content, the increase in price will be stipulated on the order pages on the Website. In respect of third-party services, (for example Postal Rates) Increases in the price for the supply of services will be made with immediate effect. If you do not cancel your contract for the supply of services following our notification to you, an invoice will be issued to you payable immediately, and we reserve the right to suspend the contract for the supply of services until we have received payment for the invoice in cleared funds.

#### **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

14.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, We are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Any reasonable claim for loss and damage will be assessed will be subject to be limited to the total delivered order value.

14.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This Includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or product seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

14.3. When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. (However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us).





14.4. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1. How we will use your personal information. We will use the personal information you provide to us:

(a) to supply the products to you;

(b) to process your payment for the products; and

(c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us. 15.2. We will only give your personal information to third parties where the law either requires or allows us to do so.

(d) Fraud Prevention. We may use the information we receive to perform identity checks, customer records checks, and the running of customer accounts. We may pass this to other organisations, including financial, governmental bodies or law enforcement agencies, to protect our customers and ourselves from fraud and theft.

(e) To comply with any applicable laws and regulations.

## **16. OTHER IMPORTANT TERMS**

16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 28 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

16.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

16.6. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the Courts of England and Wales.