



REsource Living Terms & Conditions

This document tells you the terms and conditions on which we supply any of the products and/or services listed in our quotation, or your written acceptance of our quotation.

Please read these terms and conditions carefully before accepting our quotation. You should understand that by accepting our quotation, you agree to be bound by these terms and conditions. Please retain a copy of these terms and conditions for future reference. These terms are available in larger print or other accessible formats upon request.

1 INTERPRETATION

1.1 Definitions:

In these Conditions, the following definitions apply:-

- **Business Day;** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- **Conditions;** means the terms and conditions set out in this document;
- **Contract;** the contract between REsource Living and the Customer for the supply of Goods and/or Services in accordance with these Conditions
- **Customer;** the person or firm who purchases the Goods and/or Services from REsource Living.
- **Goods;** means the goods (or any part of them) set out in the Order.
- **Order;** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of REsource Living's quotation.
- **Delivery Location;** has the meaning given in condition 4;
- **Services;** the services, including the Goods, supplied by REsource Living to the Customer as set out in the Service Specification.
- **Service Specification;** the description or specification for the Services, including any related service levels, provided in writing by REsource Living to the Customer.
- **REsource Living;** means REsource Living , a registered partnership, Cae Gwyn, Boncath, SA37 4HR.
- **Warranty Period;** means a period of 12 months from the date of delivery of the Goods
- **Force Majeure Event;** has the meaning given in Condition 11;
- **Intellectual Property Rights;** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assignees.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to writing or written includes email (but not fax).

1 BASIS OF CONTRACT

- 2.1** By placing an order for products from us, you warrant that you are legally capable of entering into binding contracts.
- 2.2** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3** An Order, either by email or by telephone, shall only be deemed to be accepted when REsource Living issues a written acceptance of the Order, at which point the Contract shall come into existence. REsource Living, at its sole discretion, may elect not to accept an Order (or any part of an Order). It is the Customer's obligation to ensure that the terms of an Order and any resulting Contract, are complete and accurate.
- 2.4** Each Order accepted in accordance with Condition 2.3 shall be a separate Contract.
- 2.5** The Contract constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between REsource Living and the Customer relating to the subject matter of the Contract. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of REsource Living which is not set out in the Contract. If any recommendation or advice is given by REsource Living to the Customer in connection with the Goods, the Customer acknowledges that this is based on the information disclosed by the Customer and/or the data sheets provided by the manufacturer of the Goods and REsource Living shall not be liable for the reliance by the Customer on any such recommendations/advice.
- 2.6** A quotation for the Goods given by REsource Living shall not constitute an offer. A quotation shall only be valid if it is in writing and shall only be valid for a period of 30 days from its date of issue (or such other period REsource Living may specify) ("Validity Period"). Prices quoted are exclusive of any additional labour, delivery, or similar costs not reasonably foreseeable at the time of quotation. These will be communicated and confirmed in writing with the Customer prior to invoicing. After the Validity Period, any quoted prices are subject to variation to take into account any increase in costs including but not limited to a change in exchange rates, manufacturer's prices and internal costs.

2 CONSUMER RIGHTS

- 3.1** If you are contracting as a consumer, you may cancel a Contract at any time within 14 calendar days from the day after the receipt of the goods. In this case, you will receive a full refund of the price paid for the Goods in accordance with our returns policy (set out in condition 5 below).
- 3.2** To cancel a Contract, you must inform us via email or in writing. You must also return the Goods to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 3.3** We will provide a summary of your cancellation rights and a model cancellation form as part of the Order Confirmation, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- 3.4** Please note: your right to cancel does not apply to bespoke or custom-made goods, or goods made to your specifications, in accordance with the Consumer Contracts Regulations 2013.
- 3.5** For the avoidance of doubt, the rights under this clause 3 only apply to those natural persons contracting as a consumer.

3 DELIVERY

- 4.1** If delivery is required, REsource Living shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (the "Delivery Location") at any time after REsource Living notifies the Customer that the Goods are ready. It is the Customer's obligation to accept delivery of the Goods at the Delivery Location at any time after REsource Living notifies the Customer that the Goods are ready.
- 4.2** If delivery is not required then the Customer must arrange a suitable time for collection of the Goods from REsource Living.
- 4.3** Unless otherwise agreed in writing all prices for overseas delivery are quoted at free carriage at REsource Living's premises.
- 4.4** Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or on the Goods being collected.
- 4.5** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. REsource Living shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide REsource Living with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6** For business customers, delivery may be arranged under Incoterms such as FCA (Free Carrier), where risk transfers on delivery to the agreed location. For consumer purchases, we retain responsibility for the goods until they are delivered to your physical possession (or a person you nominate), in accordance with your rights under the Consumer Rights Act 2015.
- 4.7** If the Customer fails to accept delivery of the Goods within 3 Business Days of REsource Living notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or REsource Living's failure to comply with its obligations under the Contract:
- 4.7.1** Delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which REsource Living notified the Customer that the Goods were ready;
- 4.7.2** REsource Living shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
- 4.7.3** Without prejudice to conditions 4.7.1 and 4.7.2, REsource Living may at our absolute sole discretion, cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and REsource Living without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 4.8** Instances of shortages, non-delivery or damaged Goods should be notified to REsource Living within 24 hours of receipt of the Goods or the scheduled delivery time. Goods should be returned in accordance with Condition 5 below.
- 4.9** REsource Living may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.10** REsource Living may use the delivery service of one of our suppliers in which case the supplier's terms and conditions, including but not limited to their delivery conditions, will be valid for that contract and provided in the order confirmation.

4 CANCELLATION AND RETURNS

- 5.1** In order to cancel a Contract we require a written statement via email.
- 5.2** If you are a Consumer and return a product to us because you have cancelled the Contract between you and us within the 14 calendar days cooling-off period (see clause 3.1 above), we will process the refund due to you as soon as

possible and, in any case, within 14 days of the day you gave notice of cancellation. In this case, we will refund the price of the product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the Goods to us. REsource Living take no responsibility for the item while in transit to us so we recommend that you use a track-able service.

For the avoidance of doubt, the rights under this clause 5.1 shall only apply to those persons who are natural persons contracting as consumers. If you are not a consumer then clauses 5.2 –5.4 apply.

5.3 Returns are only permitted with the prior written consent of REsource Living.

5.3.1 A Returns Authorisation Number must be issued by REsource Living before any goods are returned.

5.3.2 This unique authorization number must be clearly stated on all returned goods.

5.3.3 To be eligible for a credit or refund, the following conditions must be met:

- Goods must be returned within 7 days of delivery.
- Goods must be unused and in their original packaging.
- The Returns Authorisation Number must be included.

4.3.4 If the customer fails to obtain or quote the returns number, REsource Living reserves the right to withhold a percentage of the refund value.

4.3.5 The customer is responsible for all return shipping costs.

4.3.6 If the returned goods:

- Are damaged,
- Have been used, or
- Are not returned in their original packaging,

REsource Living reserves the right to withhold a percentage of the refund value if the goods must be discounted for resale.

5.4 A restocking charge (the greater of 10% or £20) applies only to returns made outside the statutory cooling-off period or where the right to cancel does not apply (e.g. bespoke or custom-made goods). This charge does not apply to valid consumer returns made under Clause 3

5.5 Certain Goods and large quantities of Goods ordered by the Customer will be different from those normally ordered and stocked by REsource Living and will need to be specifically ordered from the manufacturer. In these circumstances, REsource Living will notify the Customer that the Goods being ordered are non-returnable and non-refundable and that the Contract is not capable of being cancelled (please refer to 3.4).

5 WARRANTY

6.1 REsource Living warrants that on delivery, the Goods shall: -

6.1.1 Be free from material defects in design, material and workmanship;

6.1.2 Be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and

6.1.3 Be fit for any purpose specified by REsource Living.

For consumers, this warranty is in addition to, and does not affect, your statutory rights under the Consumer Rights Act 2015.

6.2 Subject to Condition 6.3 if;

6.1.1 The Customer gives written notice to REsource Living within 3 business Days of discovering that some or all of the Goods do not comply with the warranty in Condition 6.1 (and within the manufacturer's Warranty Period);

6.1.2 REsource Living is given a reasonable opportunity to examine the Goods; and

6.1.3 The Customer (if requested by REsource Living) returns the Goods to REsource Living's place of business at the Customers cost;

then REsource Living shall, at its discretion, repair or replace the defective Goods, or refund the full price of the defective Goods.

6.3 REsource Living shall not be liable for Goods' failure to comply with the warranty set out in Condition 6.1 if

6.3.1 The Customer makes any further use of such Goods after giving notice in accordance with Condition 6.2; or

- 6.3.2** The defect arises because the Customer failed to follow REsource Living's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or
 - 6.3.3** The Customer alters or repairs such Goods without the written consent of REsource Living; or
 - 6.3.4** The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 6.4** Except as provided in this Condition 6, REsource Living shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 6.1.
- 6.5** The Customer acknowledges and accepts that:
- 6.5.1** REsource Living supplies equipment which is not held as stock, and is typically manufactured or sourced to order from third-party suppliers;
 - 6.5.2** Any warranty provided by REsource Living in respect of such equipment may be limited to the warranty offered by the original manufacturer or supplier;
 - 6.5.3** If the manufacturer's warranty is voided due to the equipment being installed, used, maintained, or otherwise handled in a manner not in accordance with the manufacturer's instructions or conditions, REsource Living shall have no liability for any resulting defects or failures; and
 - 6.5.4** The applicable manufacturer's warranty terms, which may differ from (and be more limited than) the warranty set out in Condition 6.1, will be confirmed to the Customer at the time the Goods are supplied.
- 6.6** Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7** These Conditions shall apply to any repaired or replacement Goods supplied by REsource Living.
- 6.8** The Warranty Period shall commence on the date of delivery of the Goods, unless otherwise stated in writing by REsource Living or the manufacturer.

7 TITLE AND RISK

- 7.1** For consumer purchases, the risk in the goods passes to the Customer only upon delivery, not before.
- 7.2** For business purchases, title to the Goods shall not pass to the Customer until REsource Living has received payment in full (in cash or cleared funds) for the Goods and any other goods or services that the REsource Living has supplied to the Customer in respect of which payment has become due.
- 7.3** Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1** Hold the Goods on a fiduciary basis as REsource Living's bailee;
 - 7.3.2** Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as REsource Living's property;
 - 7.3.3** Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.4** Maintain the Goods in satisfactory Condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.5** Notify REsource Living immediately if it becomes subject to any of the events listed in Condition 9.2; and
 - 7.3.6** Give REsource Living such information relating to the Goods as REsource Living may require from time to time.
- 7.4** If before title of the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 9.2, or REsource Living reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy REsource Living may have, REsource Living may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8 PRICE AND PAYMENT

- 8.1** The price of the Goods shall be the price set out in the Order.
- 8.2** REsource Living may, by giving notice to the Customer at any time before acceptance or if after acceptance then only when mutually agreed with the Customer in writing, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.2.1** Any factor beyond REsource Living's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.2.2** Any request by the Customer to change the delivery date(s), delivery address, quantities or types of Goods ordered; or
 - 8.2.3** Any delay caused by any instructions of the Customer or failure of the Customer to give REsource Living adequate or accurate information or instructions.
- 8.3** Our prices include VAT but are exclusive of the costs and charges of packaging, insurance and transport of the Products, which shall be paid by you when you pay for the Goods.
- 8.4** Payment in full must be received by us before Goods shall be dispatched. Payment can be made via BACS to REsource Living, sort code 08 92 99, account number 65451241. We also accept payment by cash in a pre-arranged agreement.

9 CUSTOMER'S INSOLVENCY OR INCAPACITY (only applicable to business Customers).

- 9.1** If the Customer becomes subject to any of the events listed in Condition 9.2, or REsource Living reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to REsource Living, REsource Living may cancel or suspend all further deliveries under the Contract or under any other Contract between the Customer and REsource Living without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 9.2** For the purposes of Condition 9.1, the relevant events are:
- 9.2.1** The Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 - 9.2.2** The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or
 - 9.2.3** Being an individual, the Customer is the subject of a bankruptcy petition or order; or
 - 9.2.4** Being a company, an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
 - 9.2.5** Being a company, a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
 - 9.2.6** Accredit or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 9.2.7** A person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
 - 9.2.8** Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 9.2.1 to 9.2.7 (inclusive); or
 - 9.2.9** The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

- 9.2.10** The financial position of Customer deteriorates to such an extent that in the opinion of REsource Living the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- 9.2.11** Being an individual, the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10 LIMITATION OF LIABILITY

- 10.1** Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Goods and, if you are a consumer and subject to clause 10.2, any direct losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise) which are a directly foreseeable consequence of such failure.
- 10.2** Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
 - 10.2.1** Loss of income or revenue;
 - 10.2.2** Loss of business;
 - 10.2.3** Loss of profits;
 - 10.2.4** Loss of funding or lending;
 - 10.2.5** Loss of anticipated savings;
 - 10.2.6** Loss of data; or
 - 10.2.7** Waste of management or office time.

However, this clause 10.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories 10.2.1 to 10.2.7 inclusive of this clause 10.2.

- 10.3** Nothing in this agreement excludes or limits our liability for:
 - 10.3.1** Death or personal injury caused by our negligence;
 - 10.3.2** Fraud or fraudulent misrepresentation;
 - 10.3.3** Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
 - 10.3.4** Defective products under the Consumer Protection Act 1987; or
 - 10.3.5** Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11 FORCE MAJEURE

- 11.1** REsource Living shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of REsource Living or subcontractors.
- 11.2** If a Force Majeure Event prevents REsource Living or the Customer from carrying out its obligations under the Contract for a continuous period of more than 30 Business Days, either party may cancel the Contract immediately by giving written notice to the other party. All outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

12 DATA PROTECTION

- 12.1** We are committed to protecting your personal data and handling it in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

- 12.2** We collect, store and process personal data such as your name, contact details, delivery address, payment information, and order history to fulfil our contract with you and for our legitimate business interests (such as order tracking and customer service).
- 12.3** We will only use your personal information:
- To process and deliver your order, including managing payments and collecting debts;
 - To communicate with you regarding your order or similar products/services;
 - To comply with our legal obligations.
- 12.4** We will not share your data with third parties except:
- With trusted service providers (e.g., delivery companies or payment processors) who assist in fulfilling your order;
 - Where legally required (e.g., to HMRC or law enforcement);
 - If you give us explicit consent.
- 12.5** We retain your personal data only for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Typically, we retain customer data for up to **7 years** after the end of our contract, unless otherwise required by law.
- 12.6** You have the following rights under data protection laws:
- The right to access the personal data we hold about you;
 - The right to correct or update any inaccurate data;
 - The right to request deletion of your data (subject to legal retention requirements);
 - The right to object to or restrict how your data is used;
 - The right to data portability;
 - The right to lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk.
- 12.7** For full details of how we collect, store and use your personal data, please see our Privacy Policy on the website, or contact us at resource.living@yahoo.com.

13 GENERAL

- 13.1** REsource Living may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of REsource Living.
- 13.2** Subject to Condition 13.4, any notice or other communication given to a party under or in connection with the Contract shall be in writing including email with all relevant details.
- 13.3** Subject to Condition 13.4, any notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 13.2; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email one Business Day after transmission.
- 13.4** Conditions 13.2 and 13.3, shall not apply to the service of any proceedings or other documents in any legal action.
- 13.5** Cancellation of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

- 13.6** If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.7** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.8** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.9** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.10** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. If you are a consumer, nothing in this clause shall limit your rights to bring proceedings in your country of residence if required by applicable consumer law.