

TERMS & CONDITIONS OF SALE

Effective from: 1 October 2026

1. Who we are

Ludlow Bassoons is a trading name of **Double Reed Ltd.**

Double Reed Ltd is a company registered in England and Wales under company number 07788113, with its registered office and workshop at 38 Fields Park Road, Newport, NP20 5BB.

VAT Registration No.: GB121004491
Website: www.ludlowbassoons.com
Email: enquiries@ludlowbassoons.com
Telephone: 01633 677729

In these Terms, references to “**Ludlow Bassoons**”, “**we**”, “**us**” and “**our**” mean Double Reed Ltd trading as Ludlow Bassoons.

These Terms apply to goods sold by us and, where specifically stated, to instruments offered for sale by private owners for whom we act as sales agent.

PART A — GENERAL TERMS

2. Who these Terms apply to

We sell to:

- a. individuals buying wholly or mainly for purposes outside their trade, business, craft or profession (“Consumers”); and
- b. retailers, distributors, professional organisations and other customers buying wholly or mainly for business purposes (“Business Customers”).

Some provisions of these Terms apply differently to Consumers and Business Customers. Where that is the case, this is stated expressly.

Nothing in these Terms excludes or restricts any legal rights which cannot lawfully be excluded or restricted.

3. The goods we sell

We may offer for sale:

- a. new bassoons designed and made by Ludlow Bassoons;

- b. standard Ludlow Bassoons instruments available from stock;
- c. Ludlow Bassoons instruments made for later supply following payment of a deposit;
- d. bespoke or customised Ludlow Bassoons instruments made to an individual customer's specifications;
- e. new instruments manufactured by other makers and supplied by us;
- f. reeds, cases, tools, care products and other accessories; and
- g. second-hand or previously owned instruments offered on commission on behalf of private owners.
- h. second-hand instruments owned by Ludlow Bassoons.

Different terms apply to some of these categories, as explained below.

4. Product descriptions

We take reasonable care to ensure that descriptions, photographs, specifications, prices and other information about our goods are accurate.

Musical instruments are individual objects. Handmade instruments, natural wood and other natural materials may show variations in grain, colour, figure, finish and other characteristics. Minor variations that are inherent in natural materials or hand manufacture and which do not materially alter the agreed specification or quality of the instrument are not defects.

Photographs are illustrative unless we specifically state that the photograph shows the particular instrument being offered for sale.

Where a particular instrument is identified by serial number, our description and any condition report relating to that instrument form part of the information on which the sale is based.

5. Placing an order

An enquiry, quotation, website submission or request to purchase does not by itself create a contract. Your order constitutes an offer to buy.

A contract is formed when we accept your order by sending you an order confirmation, issuing an invoice or otherwise expressly confirming acceptance. Our acceptance will normally specify:

- the goods;
- the agreed specification, where applicable;
- the price;

- VAT where applicable;
- any deposit;
- the balance payable;
- any estimated or agreed delivery period;
- delivery or collection arrangements; and
- any special terms agreed for that order.

If the order confirmation conflicts with these general Terms, the order confirmation will take precedence to the extent of that conflict.

6. Prices

Prices will be those stated on our website, quotation or order confirmation.

For Consumers, prices will be shown inclusive of VAT where VAT is applicable, unless clearly stated otherwise.

Prices quoted to Business Customers may be stated exclusive of VAT.

Delivery charges and any other mandatory charges will be disclosed before the customer becomes bound by the contract wherever they can reasonably be calculated in advance.

For international orders, import VAT, customs duty, clearance charges and similar destination-country charges may be payable separately as explained in section 15.

Once a Consumer order has been accepted, we will not increase the agreed price unless:

- a. the customer asks us to change the specification; or
- b. the customer expressly agrees to the change.

7. Payment

We may accept payment by bank transfer, debit or credit card or such other methods as we make available.

Unless otherwise agreed in writing, all sums due must be paid before goods are dispatched or collected.

Payments by bank transfer should be made to:

Account name: Double Reed Ltd
Bank: HSBC UK Bank plc
Sort code: 40-34-27
Account number: 72321467

Ludlow Bassoons is a trading name of Double Reed Ltd. Customers should use **Double Reed Ltd** as the account name unless we advise otherwise.

We will never notify you of a change to our bank details solely by an unexpected email. If you receive a message purporting to change our bank details, please verify it with us using previously known contact details before making payment.

PART B — DEPOSITS, WAITING-LIST ORDERS AND CUSTOM INSTRUMENTS

8. Deposits and later supply

Where an instrument is not immediately available, we may accept a deposit to reserve an instrument. The amount of the deposit and the estimated delivery period will be stated in the order confirmation. A deposit forms part of the price of the instrument and is not an additional charge.

Unless we expressly agree a firm delivery date, production and delivery dates quoted for handmade instruments are estimates. We will keep the customer reasonably informed of material changes to the anticipated delivery period.

Nothing in this section limits a Consumer's statutory rights where goods are not supplied within an agreed period or within any period required by law.

9. Cancellation of deposit orders

9.1 Consumer orders

Where a Consumer has a statutory right to cancel, that right takes priority over this section.

Where no statutory cancellation right applies and a Consumer cancels an order before delivery, we may deduct from sums already paid such reasonable amount as reflects losses and costs actually resulting from the cancellation and which we cannot reasonably avoid.

We will take reasonable steps to reduce our loss, including, where reasonably possible, reallocating a standard instrument or production slot to another customer.

Any balance due to the customer will be refunded. A deposit is therefore not automatically forfeited merely because the customer cancels.

9.2 Cancellation by us

If we cancel an order because we are unable or unwilling to supply the instrument, we will refund all sums paid for goods not supplied.

This does not apply where we terminate because of a serious breach of contract by the customer, in which case our rights will be determined by these Terms and applicable law.

10. Custom and bespoke instruments

We are happy to discuss variations to our standard instruments.

A custom order may include, for example:

- non-standard keywork;
- particular finishes or plating;
- additional or altered mechanisms;
- engraving or personalisation;
- non-standard bore, acoustical or construction choices;
- non-standard timber or material choices; or
- other individually agreed features.

The agreed specification will be set out in the order confirmation or a separate specification document. Customers are responsible for checking that specification carefully before approving it.

Once manufacture has begun, changes may not always be possible. Where we agree to a change, it may result in an additional charge and/or a revised delivery date. We will agree any material change with the customer before proceeding.

Because handmade instruments and natural materials vary, an agreed custom specification does not imply that every aesthetic or acoustic characteristic can be replicated exactly from another instrument.

11. Cancellation of bespoke orders

Where an instrument is genuinely made to a Consumer's individual specifications or clearly personalised, the statutory 14-day cancellation right that normally applies to distance sales may not apply.

This does **not** affect the customer's legal rights if the instrument is faulty, not as described, does not meet an agreed specification or otherwise fails to conform to the contract.

If a customer wishes to cancel a bespoke order, even where there is no statutory change-of-mind cancellation right, they should contact us as soon as possible. We will consider the stage reached in manufacture, work already undertaken, materials specifically committed to the order, whether those materials or work can reasonably be used elsewhere, and our ability to mitigate any loss.

We will refund any sums paid above the reasonable loss actually resulting from the cancellation.

PART C — DELIVERY, COLLECTION AND INTERNATIONAL SALES

12. Delivery

Delivery charges and arrangements will be agreed before dispatch.

Where we arrange delivery to a Consumer, we remain responsible for the goods until they are physically received by the Consumer or by a person nominated by them, except where the Consumer independently instructs a carrier that we did not offer.

Customers should inspect packages promptly on delivery and tell us as soon as reasonably possible if there is obvious transit damage.

Reporting damage promptly helps us make a claim against the carrier, but failure to report immediately does not remove any statutory rights a Consumer may have.

13. Collection

Where goods are collected from our workshop, responsibility for them passes to the customer when they, or their authorised representative, take possession of them. We may require identification or other evidence of authority before releasing a high-value instrument.

14. Delivery times

Where we agree a firm delivery date, we will use reasonable endeavours to meet it and will comply with the customer's statutory rights in relation to delivery.

Where an estimated delivery date or production period is given, particularly for handmade instruments, it is an estimate rather than a guarantee unless expressly stated otherwise.

If a significant delay occurs, we will contact the customer.

15. International orders

We sell to customers outside the United Kingdom. International orders may be subject to:

- customs formalities;
- import duties;
- local VAT, sales tax or equivalent taxes;
- brokerage or clearance fees;
- import permits or documentation requirements; and
- local product or regulatory requirements.

Unless our quotation or order confirmation expressly states that these are included, the recipient is responsible for import duties, local taxes and destination-country charges.

For Business Customer exports, the applicable **Incoterm® 2020** and named place should be stated in the quotation or order confirmation where appropriate.

The agreed Incoterm determines the respective responsibilities of the parties for carriage, insurance, customs procedures, costs and risk.

Customers are responsible for ensuring that goods may lawfully be imported into their destination country unless we have expressly undertaken that responsibility.

PART D — CONSUMER CANCELLATION AND RETURNS

16. Consumer statutory rights

If you are a Consumer, goods supplied by us as seller must meet the standards required by law, including being:

- as described;
- of satisfactory quality; and
- fit for any particular purpose which you made known to us and on which you reasonably relied.

These rights are separate from and additional to any warranty offered by us.

Nothing in these Terms limits those rights.

17. Distance and off-premises purchases

Where a Consumer enters into a qualifying distance or off-premises contract with us as seller, they will normally have the right to cancel without giving a reason.

For goods, the cancellation period generally ends 14 days after the day on which the Consumer, or a person nominated by them, receives the goods.

The Consumer may also cancel before delivery. To exercise the right to cancel, the Consumer must clearly tell us of their decision, for example by email or letter.

18. Returning goods following a change-of-mind cancellation

A Consumer who exercises a statutory cancellation right must return the goods without undue delay and normally no later than 14 days after notifying us of the cancellation.

Unless we agree otherwise or the law requires us to meet the cost, the Consumer is responsible for the direct cost of returning the goods.

Because bassoons are valuable and vulnerable instruments, customers should contact us before returning an instrument so that suitable packing, insurance and carriage can be arranged.

A Consumer is entitled to inspect goods to the extent reasonably necessary to establish their nature, characteristics and functioning.

We may make a lawful deduction from a refund where the value of goods has been reduced by handling going beyond what would reasonably be permitted in a shop.

19. Refunds following statutory cancellation

Where a statutory cancellation right applies, we will refund the payments required by law, including the cost of our least expensive standard delivery option where applicable.

We may withhold the refund until we have received the goods back or the customer provides evidence of having returned them, where the law permits us to do so.

Refunds will normally be made using the original payment method.

20. Exceptions to change-of-mind cancellation

The statutory distance-selling cancellation right does not apply in certain circumstances.

These may include:

- a. goods genuinely made to the Consumer's specifications or clearly personalised; and
- b. sealed goods which are not suitable for return for health-protection or hygiene reasons once they have been unsealed after delivery.

These exceptions relate to change-of-mind cancellation only.

They do not remove statutory rights where goods are faulty, unsafe, incorrectly described or otherwise fail to conform to the contract.

PART E — LUDLOW BASSOONS INSTRUMENTS AND WARRANTY

21. Our one-year maker's warranty

New bassoons made by Ludlow Bassoons and sold directly by us are supplied with a one-year Ludlow Bassoons maker's warranty from the date of delivery. This is a commercial warranty provided in addition to the purchaser's statutory rights.

The one-year warranty does not replace, reduce or limit any statutory rights available to a Consumer.

22. What our warranty covers

Subject to the exclusions below, our warranty covers defects in materials or workmanship attributable to manufacture by Ludlow Bassoons which become apparent during the warranty period.

Where a valid warranty claim is accepted, we will, as appropriate:

- inspect the instrument;
- adjust it;
- repair it;
- repair or replace a defective component; or
- where a repair is not reasonably possible, provide another appropriate remedy.

Nothing in this section restricts any remedy to which a Consumer is entitled by law.

23. What the warranty does not cover

The Ludlow Bassoons warranty does not cover problems resulting solely from:

- normal wear and tear;
- routine maintenance and adjustment;
- normal deterioration of pads, corks, felts, springs or other consumable or wearing items;
- accidental damage;
- neglect;
- misuse;
- improper storage;
- exposure to inappropriate temperature or humidity;
- damage in transit after risk has passed to the customer;
- unauthorised alterations or modifications;
- repairs or adjustments carried out improperly by a third party; or
- use materially outside the purpose for which the instrument was designed.

An exclusion does not apply where the apparent cause is itself the result of an underlying defect for which we are legally responsible.

24. Making a warranty claim

Please contact us before arranging repairs or returning an instrument.

We may ask for:

- proof of purchase;
- the instrument's serial number;
- photographs or other information concerning the problem; and
- a reasonable opportunity to inspect the instrument.

Where a warranty claim is valid, we will arrange or reimburse reasonable carriage necessary to deal with the claim as appropriate.

International customers should contact us before shipping an instrument so that appropriate carriage, customs documentation and insurance can be agreed.

PART F — BOUGHT-IN INSTRUMENTS AND ACCESSORIES

25. Goods made by other manufacturers

Where we sell new or second-hand bassoons, other instruments or other goods manufactured by another maker, **Double Reed Ltd trading as Ludlow Bassoons is the retailer/seller** unless we expressly state otherwise.

For Consumer purchases, the customer's statutory rights are against us as retailer.

A manufacturer's warranty, where supplied, is additional to those rights and does not replace them.

26. Accessories

Cases, straps, tools, cleaning products and other accessories are subject to the same statutory rights applicable to goods generally.

PART G — REEDS

27. Reeds

Because reeds are used in and in close proximity to the mouth, hygiene considerations apply to returns.

Where a reed is unsuitable for return for health-protection or hygiene reasons, a Consumer's statutory change-of-mind cancellation does not apply.

We therefore cannot normally accept a used reed simply because the customer has changed their mind.

This does not affect the customer's rights where the reed was faulty, damaged, materially misdescribed or otherwise failed to conform to the contract when supplied.

Because reeds are individually made and respond differently to different players, instruments and playing conditions, personal preference as to resistance, response, tone or feel does not by itself establish that a reed is faulty, provided it conforms to its description and is of satisfactory quality.

PART H — COMMISSION INSTRUMENTS OWNED BY PRIVATE SELLERS

28. Our role in commission sales

We may offer second-hand instruments for sale on behalf of private owners.

Where this section applies:

- a. the instrument is owned and sold by the private owner;
- b. Double Reed Ltd trading as Ludlow Bassoons acts as the owner's disclosed sales agent and is not the seller of the instrument;
- c. the identity and private status of the seller will be made clear to the purchaser before the sale contract is concluded; and
- d. the order confirmation, invoice or commission-sale documentation will identify the transaction as a private-owner commission sale.

The contract for purchase of the instrument is between the purchaser and the private owner.

We receive and process payment and carry out administrative, inspection, trial, delivery and other services as agent for the owner.

29. Consumer legislation and private commission sales

A purchase directly from a genuine private seller is not the same as a purchase from a trader.

Accordingly, legal rights which arise specifically because a Consumer buys goods from a trader — including some rights relating to satisfactory quality, fitness for purpose and change-of-mind cancellation — may not apply to a genuine private sale.

However, this does **not** mean that a private seller or Ludlow Bassoons can say anything they wish about an instrument or sell an instrument they have no right to sell.

Nothing in these Terms excludes rights or remedies that arise because, for example:

- the seller does not have the right to sell the instrument;
- the instrument materially fails to correspond with an express description applying to the sale;
- a material misrepresentation has been made;
- fraud has occurred; or
- liability cannot otherwise lawfully be excluded.

Our own obligations and responsibility for statements or services provided by us as agent are also unaffected where the law imposes such responsibility.

30. Condition reports and descriptions of commission instruments

We will take reasonable care when preparing our own descriptions or condition reports.

Second-hand instruments may show age-related wear, repairs, alterations and other evidence of previous use.

Known material defects or significant repairs of which we are aware will be identified where reasonably relevant to the sale.

A condition report is not a guarantee that an instrument is free from every defect, particularly latent defects that could not reasonably be identified during normal inspection or servicing.

Information supplied to us by the owner will be identified or qualified where appropriate if we have not independently verified it.

31. Servicing before commission sale

We may service or prepare a commission instrument before it is offered for sale.

The nature and extent of that work will depend on the instrument and our agreement with its owner.

The fact that an instrument has been serviced by us does not convert the private owner into a trade seller and does not by itself mean that Ludlow Bassoons becomes the seller.

Where we state that particular servicing or repair work has been carried out by us, we are responsible for carrying out that work with reasonable care and skill to the extent required by law.

32. Trial of commission instruments

We will normally offer a prospective purchaser an opportunity to try a commission instrument before deciding whether to buy it, subject to availability and our trial arrangements.

The trial period will be stated in the trial confirmation and will normally begin when the instrument is delivered to the prospective purchaser.

Sending an instrument on trial does not of itself constitute a sale.

Ownership remains with the private owner unless and until a purchase contract is subsequently concluded.

33. Responsibilities during a trial

A person receiving an instrument on trial must:

- take reasonable care of it;
- keep it secure;
- use it only for normal evaluation and playing;
- not sell, pledge, lend, hire or otherwise dispose of it;
- not allow any repair, adjustment, alteration or modification without our prior written consent;
- not remove identifying marks or serial numbers;
- use appropriate handling and storage conditions; and
- return it by the agreed date if they decide not to purchase it.

The prospective purchaser will be responsible for loss or damage to the extent caused by their failure to take reasonable care or by breach of these trial terms.

Fair wear arising from reasonable trial use is not damage.

34. Carriage of trial instruments

The trial confirmation will state who is responsible for outward and return carriage costs. The customer must follow any reasonable packing, insurance and carrier instructions we provide.

High-value instruments should not be sent using an uninsured or inappropriate delivery service.

If a customer returns an instrument using a carrier or method not agreed with us, they may be responsible for any additional loss caused by that choice.

35. Buying after a trial

If the customer wishes to purchase the instrument following trial, the sale will be confirmed separately. At that point the contract will be between the purchaser and the identified private owner, with Ludlow Bassoons acting as agent.

Unless otherwise agreed, full payment must be received before ownership is transferred.

36. Returns after purchasing a private commission instrument

Because a private commission instrument is sold by its private owner and the purchaser has normally had the opportunity to trial it before purchase, we do not offer a separate Ludlow Bassoons change-of-mind return policy or maker's warranty on such instruments.

A completed private sale should therefore be regarded as final where the purchaser simply changes their mind.

This provision does not affect any rights or remedies that the purchaser may have against the private seller or against us under applicable law, including rights arising from title, an express description, misrepresentation, fraud or our own acts or omissions as agent.

37. No Ludlow maker's warranty on commission instruments

Unless expressly stated otherwise in writing, our one-year Ludlow Bassoons maker's warranty applies only to new bassoons made by Ludlow Bassoons.

It does not apply to second-hand instruments owned and sold by private customers on commission.

Any specific warranty offered in relation to work that we ourselves have carried out on a commission instrument will be stated separately.

PART I — BUSINESS CUSTOMERS, RETAILERS AND DISTRIBUTORS

38. Application to Business Customers

This Part applies where the customer purchases goods wholly or mainly for business purposes.

Consumer cancellation rights do not apply to Business Customers.

Unless expressly agreed, we do not accept returns from Business Customers merely because they have changed their mind or have been unable to resell the goods.

39. Retailers and distributors

The purchase of goods from us for resale does not by itself:

- appoint the customer as our agent;
- create an exclusive distributorship;
- grant any exclusive territory;
- authorise the customer to enter into commitments on our behalf; or
- give the customer any rights in the Ludlow Bassoons name, logo or other intellectual property except as reasonably necessary to advertise genuine products purchased from us for resale.

Any appointment as an authorised distributor, territory arrangement, exclusivity, marketing commitment, demonstration-stock arrangement or similar continuing commercial relationship must be set out in a separate written agreement signed by us.

40. Business Customer prices and payment

Business prices will be as stated in our quotation, price list or order confirmation.

Unless otherwise stated, Business Customer prices are exclusive of VAT, sales taxes, customs duties and delivery charges.

Payment terms will be those shown on the invoice or order confirmation.

If a Business Customer fails to pay an undisputed amount when due, we reserve the right to claim statutory interest, compensation and recovery costs where permitted by the Late Payment of Commercial Debts legislation.

41. Inspection by Business Customers

Business Customers should inspect goods promptly following delivery.

Obvious transit damage, shortages or incorrect deliveries should be reported promptly and, where reasonably possible, within 7 days.

Latent defects that could not reasonably have been identified on initial inspection should be reported promptly after discovery.

Nothing in this provision excludes any liability which cannot lawfully be excluded.

42. Title — Business Customers

For goods sold by us to a Business Customer, ownership will not pass until we have received in cleared funds all amounts due for those particular goods.

Risk may pass before ownership in accordance with the agreed delivery terms or Incoterm.

Until ownership has passed, the Business Customer must take reasonable care of the goods and must not deliberately remove or obscure identifying marks.

43. Business Customer warranty

Unless a separate agreement states otherwise, new Ludlow Bassoons instruments sold to a Business Customer carry a 12-month warranty against defects in our materials and workmanship beginning on delivery to that Business Customer.

The warranty is subject to the exclusions in section 23.

A retailer or distributor remains responsible for its own obligations to its customer under the laws applying to the retail transaction.

Any direct manufacturer support offered by Ludlow Bassoons to the retailer's end customer is additional and does not transfer the retailer's legal obligations to us.

PART J — LIABILITY

44. Liability to Consumers

Nothing in these Terms excludes or limits our liability to a Consumer where it would be unlawful to do so.

In particular, nothing excludes or restricts liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of statutory rights which cannot lawfully be excluded;
- lack of title where the law prevents exclusion; or
- any other matter for which liability cannot lawfully be limited.

We are responsible for losses which are a foreseeable result of our breach of contract or failure to use reasonable care and skill.

We are not responsible to a Consumer for business losses arising from a purchase made wholly or mainly for personal purposes.

45. Liability to Business Customers

Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of obligations as to title where those obligations cannot lawfully be restricted; or
- any other liability that cannot lawfully be excluded or limited.

Subject to those exceptions, we will not be liable to a Business Customer for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of anticipated savings;
- loss of goodwill; or
- indirect or consequential loss.

Subject to the provisions above, our aggregate liability arising from a particular order will not normally exceed the net price paid or payable to us for the goods giving rise to the claim.

Nothing in this section excludes a term implied by law where an attempted exclusion would fail the applicable legal test of reasonableness.

PART K — EVENTS OUTSIDE OUR CONTROL

46. Events beyond our reasonable control

We will not be responsible for delay caused by an event genuinely outside our reasonable control, such as transport disruption, natural disaster, fire, flood, epidemic, war, civil disturbance, government restriction, major interruption in utilities or the failure of a critical supplier despite reasonable efforts to obtain an alternative.

We will contact affected customers as soon as reasonably practical and take reasonable steps to minimise the effect of the delay.

This provision does not remove a Consumer's statutory rights to cancel or receive a refund where those rights arise.

If an event outside our control means we cannot fulfil an order within a reasonable period, we will discuss the available options with the customer, including cancellation and refund where appropriate.

PART L — COMPLAINTS

47. Contacting us about a problem

We want problems to be raised with us promptly so that we have an opportunity to put them right.

Please contact us using our contact details in section 1. above. Please provide your name, order or invoice number, the instrument serial number where relevant, and a clear description of the issue.

We will investigate complaints fairly and respond as soon as reasonably practical.

48. Alternative dispute resolution

We will try to resolve Consumer complaints directly.

Where a Consumer complaint reaches a point at which we consider that our internal complaints process has been exhausted, we will provide any information concerning alternative dispute resolution that we are required to provide by applicable law.

Nothing in these Terms prevents either party from seeking a remedy through the courts where entitled to do so.

PART M — GENERAL

49. Personal information

We process personal information in accordance with our Privacy Policy.

Our Privacy Policy is available via a link on the footer of each page of our website.

50. Changes to these Terms

We may update these Terms from time to time.

The Terms applying to an order will normally be those in force when that order was accepted, together with any specific terms contained in its order confirmation.

We will not retrospectively change an existing contract without agreement where doing so would alter the customer's substantive rights or obligations.

51. If part of these Terms is invalid

If a court or other competent authority decides that a provision of these Terms is unlawful or unenforceable, the remaining provisions will continue to apply so far as legally possible.

52. Waiver

If either party does not immediately enforce a right under the contract, that does not necessarily mean that the right has been waived.

53. Third-party rights

Except where these Terms expressly provide otherwise, a person who is not a party to the relevant contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it.

This provision does not affect any right or remedy available independently of that Act.

54. Governing law — Consumers

If you are a Consumer resident in England or Wales, these Terms and our contract are governed by the law of England and Wales and proceedings may be brought in the courts applicable under consumer law.

If you are a Consumer resident elsewhere, nothing in these Terms deprives you of any mandatory protection or right to bring proceedings in a jurisdiction which applicable law gives you.

55. Governing law — Business Customers

If you are a Business Customer, these Terms and any contract between us are governed by the law of England and Wales.

The courts of England and Wales will have exclusive jurisdiction, unless we expressly agree otherwise in writing.
