SYKES cottages

Your Agreement with Us – Standard Terms and Conditions

1. Our appointment as your agent

1.1. You appoint Sykes Cottages as your sole and exclusive letting agent to promote, arrange and accept holiday bookings from holidaymakers who wish to rent the Property on your behalf, and we hereby accept the appointment on these Terms. This means you shall not appoint anyone else as your letting agent, list the Property on any website or booking service where we list the Property on your behalf, or take bookings directly from holidaymakers that have previously booked the Property with us. If you take bookings directly with holidaymakers you must comply with paragraph 8 of these Terms (Your booking allowance and your use of the Property).

1.2. When we accept a booking, a legally binding contract for the letting of the Property will be entered into directly between you and a holidaymaker incorporating the booking terms and conditions located at **http://www.sykescottages.co.uk/uk-booking-conditions.html** (hereinafter referred to as the "**Booking Conditions**").

1.3. The Agreement commences on the Start Date (set out in the Key Terms Page) and remains in effect until you or we end it pursuant to these Terms.

2. Our Services

2.1. We will use our reasonable endeavours to provide the following services to you (the "**Services**"):

2.1.1. market and advertise the Property including listing it on our applicable website;

2.1.2. negotiate and accept bookings for letting the Property on your behalf;

2.1.3. arrange for the collection of payments from holidaymakers and, after deducting amounts due to us under the Agreement, paying the remaining balance to you; and

2.1.4. manage the price payable for bookings, which will be determined by the price management policy you select with us.

2.2. We may from time to time offer additional services at extra costs. If you wish to obtain additional services we may issue you with a separate agreement or terms for those services.

3. Marketing and advertising materials we use

3.1. We will produce any artwork and copywriting that is included in our marketing material, websites and social media pages. This content is owned by us or our licensors and is protected by law. 'Sykes Cottages' and 'Hogans Cottages' are registered trademarks of Sykes Cottages Ltd and no permission is given by us for their use (including any search engine marketing).

3.2. We may use material provided by you when providing our Services. By providing material to us (including any photographs, descriptions or videos) you grant to us, and any third parties we authorise, an unlimited, non-terminable and free permission to modify and use your materials for any purpose connected with providing our Services. You promise that:

3.2.1. you have the right to permit such use of your materials;

3.2.2. use of your materials will not infringe any copyright of anyone; and

3.2.3. any information contained in the materials you provide is true, complete and up-to-date.

4. Your Property and responsibilities

4.1. You promise to us that at the Start Date and throughout the duration of the Agreement:

4.1.1. there are no restrictions on you providing the Property to holidaymakers in accordance with these Terms and/or the Booking Conditions, whether relating to the title deeds to the Property, a planning authority, mortgage restrictions or otherwise (if you are in doubt, please seek independent professional legal advice);

4.1.2. you will maintain insurance policies to meet your liabilities under the Agreement, including the Minimum Public Liability Insurance Policy Cover set out in the Key Terms Page for public liability insurance for the Property. Your insurance cover is to be kept for the duration of the Agreement and at our request provide to us copies of certificates of insurance, policy terms and schedules and the receipt of the last premium paid; and

4.1.3. you will comply with (and make sure the Property complies with) any guidelines or policies we provide to you from time to time and all applicable laws and regulations (in particular, relating to fire, health, safety, utilities, planning and data protection).

4.2. You will promptly provide written updates or changes to the information you provide to us about you or the Property and you must notify us promptly if there are any alterations to the Property (however minor) which would make our descriptions of the Property inaccurate, incomplete or misleading. If a holidaymaker cancels a booking in accordance with the Booking Conditions as a result of such changes, you are liable to pay the booking cancellation fees set out in paragraph 7.6.

4.3. You will notify us if you intend to sell the Property and will work with us to ensure all bookings prior to the date of sale are fulfilled. You must not display a 'sale notice' at or near the Property or conduct viewings when the Property is occupied by holidaymakers.

4.4. You will ensure the Property is vacant when provided to holidaymakers and they have access to the Property for the full booking period.

4.5. You will ensure the Property is clean, tidy, in good repair and maintained to any standard required by these Terms, the Booking Conditions and/or the guidelines or policies we provide to you. Where we notify you that the quality or specification of the Property does not comply with these requirements, you must use all reasonable efforts to address the issues we raise within a timely manner or within a timescale agreed with us.

4.6. Regarding each contract between you and holidaymakers you will:

4.6.1. comply with all your obligations under the Booking Conditions and promptly notify us if you are aware of any breach of those conditions by you or by a holidaymaker;

4.6.2. you will only seek to enforce the Booking Conditions terms or pursue any debt owed to you by holidaymakers in good faith acting in a fair and reasonable manner, having notified us in writing you will do so; and

4.6.3. you will notify us in writing of any terms you wish to include in the Booking Conditions for the Property, for example restrictions relating to pets or listed properties.

4.7. You are responsible for all applicable taxes (whether local or national) relating to the Property and/or any amounts you receive from us.

4.8. We may from time to time require information about or access to the Property to check you have complied with these Terms. You agree to grant us and our agents access to the Property on reasonable notice to inspect the Property. You also agree to promptly provide to us any information we may reasonably require in connection with the Agreement and the Property (for example information regarding health and safety, gas safety certificates, or fire risk assessment).

4.9. You will at all times comply with your obligations under applicable data protection and privacy laws. We will share with you personal information about the holidaymakers making bookings and, where provided, any other guests. You must only use such personal information for the purposes of fulfilling your obligations under the Booking Conditions and these Terms. You must not send (or instigate the sending of) any marketing communications to holidaymakers (by email, telephone, text or otherwise) and you may not sell or share that personal information with anyone else.

4.10. You agree that you will compensate us in full for losses or liabilities we incur (directly or indirectly) that arise out of any:

4.10.1. request or demand by HM Revenue and Customs (or equivalent or similar tax authority overseas) that we pay tax on amounts we receive in connection with you or the Property; and/or

4.10.2. any claim, action or legal proceedings brought (or threatened to be brought) against us by any person (other than you) in connection with the Property (including any claim, action or legal proceedings relating to health and safety and other applicable laws and regulations relating to the Property).

5. Online portal

5.1. We may provide you with access to our web-based online portal (known as the "**Owner Portal**").

5.2. Details of bookings will be provided to you via the Owner Portal or by email or SMS text message.

5.3. You must keep your login details confidential. If you are aware of any unauthorised use of those details, you must inform us immediately.

5.4. Access to the Owner Portal is provided to you 'as is' and on an 'as available' basis. We make no promises about the use, availability or accessibility of the Owner Portal, but we will use our reasonable endeavours to ensure your access to it or its content will be uninterrupted, timely or error or virus-free.

6. Bookings, Booking Conditions and prices

6.1. We may make changes to the Booking Conditions from time to time by notifying you, by post or by email. If the changes are not material and do not adversely affect your rights or obligations, we may notify you by posting the amended Booking Conditions to our relevant website. Such changes:

6.1.1. will take effect 14 days after the date of our notice or the date on which we post the amended Booking Conditions on our website; and

6.1.2. do not apply to any bookings accepted by us prior to the date on which the changes take effect,

unless such changes we make are to reflect changes in relevant laws and regulatory requirements in which case they will apply to every existing and future booking for the Property and they may take effect sooner (provided we notify you of the relevant date).

6.2. Unless we agree a fixed term agreement to end on a certain date, the Property will be available at any time for booking by holidaymakers through us for a period of up to 24 months in advance. This will not affect your rights to end this Agreement in accordance with these Terms, provided you comply with your obligations under these Terms and the Booking Conditions.

6.3. The rental price offered to holidaymakers during this 24 month period is calculated by us and automatically updated and released every month on a rolling basis on our booking system. For bookings made on dates falling within

the first 12 months of that 24 month period your applicable price management policy will apply to the rental price (please see the Key Terms Page for more detail). But for the subsequent 12 month period we will set the rental prices at our discretion, which will typically be higher than the equivalent week in the previous year.

6.4. If you have not selected a price management policy the Full Income Maximisation policy will apply. You can amend the price management policy that applies by using the Owner Portal or by notifying us in writing or by telephone, and the new policy will be effective 7 days after the date you notify us. All information relating to the applicable price management policy will be notified to you via your account on the Owner Portal and/or via email from us.

6.5. We reserve the right to charge and collect from holidaymakers a booking fee, card or payment surcharges and, if applicable, fees for any additional services we offer from time to time in addition to the rental price they pay for their use of the Property.

7. Cancellation of bookings

Bookings cancelled by a holidaymaker

7.1. If a holidaymaker cancels a booking, you will be entitled to receive (or retain) any part of the rental payment we have received for that booking (less any deductions we are entitled to keep under these Terms) unless the holidaymaker is entitled under the Booking Conditions to cancel a booking and to receive a full or partial refund of the rental price (for example, if you have done something wrong and not complied with your obligations under the Booking Conditions), in which case you shall immediately return to us any amounts you have received in respect of the cancelled booking and you will have to pay the booking cancellation fee set out at paragraph 7.6.

7.2. We may re-offer the dates vacated as a result of a cancellation by a holidaymaker. If we do so, we reserve the right to offer those vacated dates for booking at a rental price that we (acting reasonably) decide is appropriate. If the dates are re-booked, you agree that we will be entitled to retain any part of the rental price for those re-booked dates that exceeds the amount you would have received had the original booking for those dates not been cancelled.

Bookings cancelled by you

7.3. You may not cancel a booking unless you are permitted to do so under the Booking Conditions. If you cancel a booking for any reason you shall pay us the booking cancellation fees set out at paragraph 7.6 below.

7.4. If you do cancel a booking, you may also be accountable to a holidaymaker under the terms of your contract with them. This means you may be obliged to pay compensation to them under the Booking Conditions.

Bookings cancelled by us

7.5. We may stop accepting bookings for the Property or cancel one or more bookings if:

7.5.1. the Agreement has been ended by us (in accordance with paragraph 14);

7.5.2. we become aware of any health and safety or quality-related issue with the Property or its immediate surroundings;

7.5.3. you break the terms of the Agreement or the Booking Conditions.

If we cancel a booking for any of the reasons outlined in this paragraph 7.5, you are still required to pay us the applicable booking cancellation fees set out in paragraph 7.6 below.

Booking cancellation fees

7.6. If a booking is cancelled and you are required to pay the booking cancellation fee under paragraphs 4.2, 7.1, 7.3, 7.5 and/or 14.3, you shall pay to us the total aggregate sum of:

7.6.1. all monies you have received in respect of that cancelled booking;

7.6.2. the booking cancellation fee (specified in the Key Terms Page) for the cancelled booking;

7.6.3. a sum equal to the commission we would have received had the original booking not been cancelled (as it is our fee for Services already provided);

7.6.4. any sums paid by the holidaymaker for the relevant booking including any VAT, booking fees, card administration fees and fees for insurance provided through us (if applicable); plus

7.6.5. any amounts that we have paid or have committed to pay to another person as a result of taking the cancelled booking and which we cannot recover or avoid paying, up to a maximum of £100 excluding VAT (these amounts may include, for example, any commissions we pay to third parties, VAT paid to third parties, payment processing and card administration fees and fees relating to any insurance for the booking).

8. Your booking allowance and Property availability

8.1. Your Initial Availability Period is set out in the Key Term Page. The Property must be available for bookings during this period. The Initial Availability Period commences on the first availability date for the Property which is set out in the Key Term Page or as notified to us by you in writing.

8.2. You may agree a personal booking allowance with us in writing. This means that during certain periods you are only entitled to use the Property for your own purposes (including bookings you take personally) for a permitted duration of time. Unless you agree a different personal booking allowance with us, your default personal booking allowance option shall be Tier 2 Partial Flexibility. For more information regarding the relevant periods and booking allowance please see the '*Your Booking Allowance*' section of the Key Terms Page and the additional policies we provide to you.

8.3. You must not make use of the Property if this will result in you going over your booking allowance. If you do, this will result in the Property being unavailable for rental by us to holidaymakers for the minimum availability we expected. In this case, for every period you are in excess of your booking allowance we may charge you the commission we would have been paid for such period of excess had the Property been available and booked and/or we may review your booking allowance and the relevant commission level should the current structure not be sufficient for you.

8.4. You will check availability with us before any use you wish to make of the Property that will result in it being unavailable for rental. Any bookings we have taken for the Property will be prioritised over your or any other person's use of the Property and you may not use the Property for any period for which we have taken a booking.

8.5. If you make your own personal bookings for the Property or it becomes unavailable for letting through us for any other reason:

8.5.1. this can only be done using the same booking patterns and periods that you make available for booking through us. For example, if you do not offer short breaks (1-6 nights) through us, we will class any personal booking for periods less than 7 nights as a full week booking and we may charge you commission in accordance with paragraph 8.3 accordingly;

8.5.2. you must block out the calendar availability for the relevant period on the Owner Portal; and

8.5.3. you must not let the Property out at a price lower than the most up-to-date price a holidaymaker would pay if booked directly through us for the same period including any additional fees we charge such as booking or administration fees. Our up-to-date rental prices are available on our website, the Owner Portal or we can provide them on request.

9. Payments we make to you

9.1. We will transfer to you the rental price we receive from holidaymakers for bookings of the Property (after deducting any applicable amounts, fees or charges due to us which we shall be entitled to deduct and retain).

9.2. We will transfer amounts payable to you on or around the 25th of the relevant calendar month by BACS transfer (or such other automated transfer system as we may choose from time to time) using account details you provide to us.

9.3. The amounts payable to you will include any deposit and balance rental payments payable to you and received by us prior to the 2nd Saturday of the relevant month (if not already paid to you). If the amount payable to you in any month does not exceed £100 we may carry this forward for payment in the next calendar month.

9.4. Where possible, we will deduct our commission, any fees or charges or other amounts you owe to us from the booking deposit we receive from a holidaymaker. However, we may deduct any amount you owe to us from any amount which we owe to you and which arises under any agreement between us. We may also apply any rental payments received by us from holidaymakers under any agreement with you against payment of the fees and charges due to us under the Agreement.

9.5. If an event occurs which entitles us to end the Agreement immediately under paragraph 14.2 or we reasonably believe that such an event may occur then, without prejudice to any other rights or remedies we may have, we may not pay you the rental price we receive from holidaymakers in the manner prescribed in paragraphs 9.1 and 9.2 above. Instead, we will hold monies received from holidaymakers in respect of bookings and make payment to you after the relevant holiday has been completed. We will notify you if we intend to exercise this right. Monies released following completion of the relevant holiday shall be noted in the monthly statement we provide to you in accordance with paragraph 9.6 and paid accordingly.

9.6. Each month, we will make available via the Owner Portal or by post or email a written monthly statement setting out details of:

9.6.1. any part of the rental price we have received for bookings; and

9.6.2. the fees, charges and other amounts due to us which we have deducted pursuant to these Terms.

If you think a statement is wrong please contact us promptly.

10. Our fees for our Services

10.1. In addition to any other fees and charges you are required to pay under the Agreement, you agree to pay the following fees in connection with the Agreement:

10.1.1. the **Setup Fee** set out in the Key Terms Page;

10.1.2. an **Annual Fee** set out in the Key Terms Page payable after the first 6 months and then every year thereafter; and

10.1.3. the **Commission** set out in the Key Terms Page.

10.2. You shall pay all taxes relating to payments made under the Agreement including, if applicable, VAT at the applicable rate in force from time to time.

If we issue an invoice to you, the amounts will be due within 30 days' of the date of your receipt of our invoice, otherwise they shall be due on the date we deduct them in accordance with paragraph 9 above.

10.3. We and you shall comply with any requirements under applicable law relating to VAT (or other taxes). If you are registered for VAT or required to provide VAT invoices to holidaymakers relating to payments made to you in connection with the Agreement, you will do so.

10.4. If we are required by any law or regulation to make any deductions or withholdings (including for VAT, other taxes and/or duties) in respect of any payments made under or pursuant to the Agreement, you hereby authorise us to retain from monies that would apart from this paragraph 10.4 be paid over to you, an amount equal to the amount to be deducted or withheld.

10.5. If you do not make any payment to us by its due date we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England 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.

10.6. Any dispute between us over any fees or charges will not prevent us from continuing to offer bookings for the Property.

11. Complaints and queries

11.1. You must respond to queries and complaints made by a holidaymaker and use your best efforts to resolve them. You shall ensure a representative is available to attend the Property on short notice at reasonable hours to resolve issues or complaints.

11.2. For complaints made directly to us, we may (but are not obliged to) try to resolve the complaint and you will provide reasonable co-operation and assistance, if required. We reserve the right to offer holidaymakers compensation (in full and final settlement of any claims against you and us) of up to 20% of the rental price. If a holidaymaker accepts any offer of compensation we make in accordance with this paragraph 11, you agree we can settle such complaint on your behalf and you will reimburse us for any amounts we pay to the holidaymaker.

11.3. Even with the process in paragraph 11.2, you are solely responsible for dealing with all complaints and queries. Where we do not agree with the holidaymaker to settle the complaint, we will be entitled to provide them with your contact details to deal with you directly.

12. Our responsibility for loss or damage suffered by you

12.1. If you are a consumer and we do not comply with the terms of the Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking those terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the Start Date, both we and you knew it might happen, for example, if you discussed it with us in the period leading up to or during the pre-contract process.

12.2. 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, or for breach of your legal rights in relation to the Services (where it is unlawful to exclude or limit such liability).

12.3. If you are a consumer then (subject to our obligation to transfer the rental price we receive from holidaymakers to you in accordance with paragraph 9.1):

12.3.1. we will not be liable for any liabilities or losses suffered by your business; and

12.3.2. if you use the Services for commercial or business purposes we are not liable to you for any loss of profit, loss of business or business opportunity or business interruption (whether foreseeable or not foreseeable).

12.4. If you are a company or business entering into the Agreement and you are not a consumer, then (subject to paragraph 12.2 and to our obligation to transfer the rental price we receive from holidaymakers to you in accordance with paragraph 9.1):

12.4.1. we shall not be liable to you or any third party (whether in contract, tort including negligence or otherwise) for loss of profit, loss of business, business interruption, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill (in each case whether direct, indirect or consequential) and/or any consequential, indirect or special losses; and

12.4.2. our total aggregate liability under or in connection with the Agreement for all liabilities, losses, expenses, damages, claims and/or interest (whether in contract, tort including negligence or otherwise) shall in no circumstances exceed the total commission received by us from you for our Services in the calendar year in which you make a claim.

13. Your rights to end this agency relationship

13.1. You may end this Agreement by giving us no less than 6 months' written notice, provided that:

13.1.1. such notice may not expire prior to the end of the Initial Availability Period set out in the Key Terms Page, during such time the Property shall remain available for bookings; and

13.1.2. the Property shall also remain available for bookings during the 6 months' notice period.

13.2. If you serve notice to end the Agreement on a date earlier than permitted under paragraph 13.1 then, without prejudice to any other rights we have, you shall pay to us the Early Cancellation Fee set out in the Key Terms Page (which will be reduced to £150 excluding VAT if we receive your written notice before we list the Property on our website).

13.3. You may also end the Agreement in the following circumstances:

13.3.1. If we commit any serious breach of the terms of the Agreement and either that breach is not capable of being put right or, if the breach is capable of being put right, we do not do so within 30 days after receiving a written notice from you asking us to do so; or

13.3.2. If you do not agree to any amendments to the Booking Conditions that we make, you may end any Agreement with us to which those changes apply.

13.4. If you have notified us that you wish to end the Agreement for any reason we will not take any new bookings from holidaymakers for any dates after the date the Agreement is due to end. However, if prior to receiving your notification we have already taken bookings for any dates that fall within the 12 month period after the date we receive your written notification, you agree to honour such bookings made with holidaymakers in accordance with the Booking Conditions and these Terms (which shall apply to any such bookings). If prior to receiving your notification we have already taken bookings for any dates that fall after that 12 month period we will cancel the relevant bookings with holidaymakers and you shall immediately return to us any amounts you have received in respect of the cancelled bookings and we shall refund the rental price to the holidaymaker (if applicable).

14. Our right to end the Agreement

14.1. We may end the Agreement (including during any Initial Availability Period) by giving you no less than 3 months' written notice.

14.2. We may also immediately end the Agreement (including during any Initial Availability Period) by giving written notice to you if any of the following events occur:

14.2.1. you commit any serious breach of the terms of the Agreement and either that breach is not capable of being put right or, if the breach is capable of being put right, you do not do so within 30 days after receiving a written notice from us asking you to do so;

14.2.2. we receive more than 5 complaints about you or the Property in any 3 month period;

14.2.3. if we receive a complaint about you or the Property in relation to fifty percent (50%) or more of the bookings made for the Property;

14.2.4. if in our reasonable opinion: (i) the Property is uninhabitable or unsuitable for lettings; or (ii) it does not comply with the quality requirements or specification of the Property required by these Terms, the Booking Conditions and/or the guidelines or policies we provide to you;

14.2.5. you try to sell, demolish or otherwise dispose of the Property;

14.2.6. someone other than you starts or threatens to start legal proceedings against us in connection with the Property; or

14.2.7. you become bankrupt or if you are a company go into liquidation (whether voluntary or compulsory), are dissolved, compound with your creditors or have a receiver, administrative receiver or administrator appointed over the whole or any part of the Property or your other assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order or your winding-up, bankruptcy or dissolution.

14.3. If we are entitled to end the Agreement for any reason mentioned above in paragraph 14.2 then, without prejudice to any other rights we have:

14.3.1. you shall pay to us the Early Cancellation Fee set out in the Key Terms Page; and

14.3.2. we may also end any or all other Agreements with you (even if you have not breached the terms of those other Agreements) and we may cancel any bookings with holidaymakers under all Agreements for dates falling after the Agreement is due to end.

If we do cancel any bookings with holidaymakers pursuant to paragraph 14.3.2, you will be liable to pay the booking cancellation fees set out in paragraph 7.6 above in the same way that you would if you cancelled the bookings yourself.

15. The consequences of the Agreement coming to an end

15.1. On the date the Agreement ends for any reason:

15.1.1. the terms of the Agreement will remain in force in respect of all: (i) unfulfilled bookings made before the date the Agreement ends; and (ii) bookings made that you are obliged to honour pursuant to these Terms, and which have not been cancelled in accordance with these

Terms;

15.1.2. where you have cancelled the booking or we have cancelled the booking where you are at fault, we shall be entitled to refund all amounts held by us to holidaymakers who have an unfulfilled booking that we cancel in accordance with these Terms; and

15.1.3. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

16. Other important terms

16.1. We intend to rely on the written terms of the Agreement and any document expressly referred to in them in relation to the subject matter of the Agreement between us. We and you will be legally bound by the terms of the Agreement.

16.2. All notices, requests, consents and other communications which are required or permitted under these Terms must be made in writing (including email) and will be deemed to be given (i) when delivered in person to the recipient's address specified in the Key Terms Page, at the time of such delivery; or (ii) when sent by first class post, 7 days after it was posted; (or) when sent by email, at 9.00am on the next business day after transmission.

16.3. You are not permitted to transfer your rights or obligations under the Agreement to someone else without our prior written consent. We will not unreasonably withhold or delay our consent.

16.4. We may transfer our rights and obligations under the Agreement to another organisation. We will tell you in writing if this happens and ensure your rights under the Agreement are not affected.

16.5. The Agreement is between you and us. No other person has any rights to enforce any of its terms.

16.6. If we are prevented or delayed from complying with our obligations under the Agreement due to events or circumstances outside of our reasonable control, that inability or delay will not constitute a breach of the Agreement. We will contact you as soon as possible to let you know and we will take steps to minimise the effect of such an event. We will use good faith efforts to comply as closely as possible with the terms of the Agreement and will, to the extent possible, avoid or mitigate the effects of the occurrence of such event or circumstance. If there is a risk of a substantial delay you may contact us to end the Agreement provided you pay to us any fees and payments due to us for Services we have provided under the Agreement.

16.7. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.8. If we do not insist immediately that you do anything you are required to do under the terms of the Agreement, or if we delay in taking steps against you in respect of your breaking the terms of the Agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

16.9. We will use any personal information you provide to us in connection with the Agreement to provide the Services, process any fees or charges and inform you about similar services to the Services that we provide (but you may ask us not to do so by contacting us).

17. Governing law and dispute resolution

17.1. The Agreement is governed by English law and you can bring legal proceedings in respect of the Agreement and the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Agreement and the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Agreement and the Services in either the Northern Irish or the English courts. If you live in the Republic of Ireland you can bring legal proceedings in respect of the Agreement and the Services in either the courts of the Republic of Ireland or the English courts.

17.2. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can submit a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at **http://www.cedr.com/idrs/**. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform via their website at **https://webgate.ec.europa.eu/odr/**.