



TERMS AND CONDITIONS

BACKGROUND:

Please read carefully as by booking and attending any class, private session, workshop or event with WendYogini you are confirming that you have read and agree to the following Terms and Conditions.

1. Definitions and Interpretation

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

“Bundle”	means a series of Sessions booked as a package in one transaction with a specified period of validity as detailed in Clauses 4 and 5.
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the client’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Our Premises”	means the in-person, non-hired location that sessions may be conducted in Croxley Green, Hertfordshire.
“Price List”	means Our standard price list for all of the Services which We offer. The list of Services and their prices is available from Us on Our website;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means any and all Sessions at which We provide any yoga and / or meditation training, teaching, instruction, and all facilities, services, and equipment which We provide/use in connection with such Sessions;
“Session(s)”	means any class or session of yoga for You as an individual taking place at a time and on a date booked with Us;
“Teacher/We/Us/Our”	means WendYogini;
“Terms and Conditions”	means these Terms and Conditions, and “Clause” or “sub-Clause” is a Clause of these Terms and Conditions; and;
“You/Your”	means the individual who is Our student / client.



2. Registration

- 2.1 You may only book and attend any sessions once you have completed our registration process. This will involve you completing our registration and health screening form, agreeing to our Privacy Notice, agreeing to these Terms & Conditions and having your registration accepted and confirmed by us. Our decision of whether or not to accept Your application to register is in Our absolute discretion. (See below as to booking Sessions).
- 2.2 The details that You provide and confirm in the Registration Form and Health Screening must be complete and correct and includes Your confirmation that (a) You are over 18 or if you are under 18, you have consent from your parent or guardian (b) You have read and agree to these Terms and Conditions (including fitness, health and safety matters) in Clause 3; The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- 2.3 Upon Our confirmation of Our acceptance of Your Registration Form, there will be a contractual agreement between You and Us on these Terms and Conditions.

3. Fitness, Health and Safety

- 3.1 You acknowledge that Sessions may be physically strenuous, and You agree that You voluntarily participate in a Session with full knowledge that even if the Teacher and any other teacher involved in the Session is not negligent, there is an inherent risk of personal injury or illness arising from Your participation in any exercise program and use of specialist equipment.
- 3.2 Certain Services may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 3.3 You must ensure that you are fit and well enough to participate in any Session that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 3.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP, Physiotherapist or other relevant professional medical or other adviser and obtain their written consent where necessary before attending a Session. The advice provided by the Teacher or any other teacher involved in a Session at no time constitutes medical advice and is not a substitute for advice provided by a medical professional.
- 3.5 You agree that when You apply to register, and also when You book and attend any Session, that will be Your confirmation that You have no health or fitness problems (including, but not limited to cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma or other breathing difficulty; diabetes; epilepsy or other allergy) which may affect your participation in any Session.
- 3.6 You understand that when participating in any exercise class, there is the possibility of physical injury and therefore by engaging in a Session (or Bundle) with WendYogini, You agree that You do so at Your own risk, and by voluntarily participating in these activities You assume all risk of injury and agree to release and discharge WendYogini from any and all claims or causes of action, known or unknown.
- 3.7 It is Your responsibility to recognise Your own physical limitations and to always work cautiously and safely at Your own level at all times; listening to Your body and being



careful not to overstretch or twist in such ways which may result in pain or injury or to attempt postures which are too advanced or beyond Your capability. You should follow all reasonable verbal instructions carefully and take note of any advised adjustments suitable for Your needs.

- 3.8 When You request a booking for a Session and at least 48 hours before You attend any Session:
- 3.9 We advise You to tell Us of any special physical needs, any issue relating to Your health, fitness or physical limitations of which You are aware, and any medical condition or on-going medical treatment, which might be relevant to any activity to be undertaken at a Session.
- 3.10 You must tell Us:
 - 3.10.1 of any medical condition or if you are taking any medication which may affect Your ability to undertake any activities at a Session or to use any equipment or facilities provided by Us.
 - 3.10.2 of any circumstances affecting Your health which may be worsened by any activities at a Session; and
 - 3.10.3 if you are pregnant, and if so whether You are in the first 3 months of Your pregnancy or if you have given birth in the last 6 months.
- 3.11 We will discuss with You any such matter that You tell Us and inform You if We decide not to accept Your booking because of that medical, health or fitness issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue.
- 3.12 If You do not tell Us before a Session of any health or fitness problem (as set out in section 3.5) that We then discover, We will be entitled to refuse to provide all or any part of that or any other Sessions You have booked. We will also be entitled to treat any such Sessions (or part of them) as cancelled by You without notice, in which case We may make a charge to You as set out in our Booking, Cancellation Section (section 5). If such a Session is part of a Bundle, We may cancel the remaining Sessions in the Bundle and in that case, We will refund You for each of the remaining Sessions an amount equal to the total price for the Bundle divided by the total number of Sessions in the Bundle.
- 3.13 You must not attend any Session when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 3.14 You should arrive at least 10 minutes prior to the start time of a Session, and before any warm-up involved in that Session, to allow for a prompt start. If You know You are going to be late for a Session, You should contact Us to tell Us as soon as You can before the Session start time. If You arrive later than a Session start time and You arrive after any warm-up for that Session has begun, We may not permit You to participate in the Session for health and safety reasons.
- 3.15 You should not attempt to use any equipment or facilities until the Teacher or another suitably qualified teacher has instructed You in the correct use of the same.
- 3.16 You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.



4. WendYogini Services

4.1 Bundles

- a) **Bundle of 5 classes:** All 5 classes must be taken in a 7-week period, which means clients can miss one or two classes or swap to another class. Swaps must be requested in advance and are subject to space being available. However, if more than two classes are missed there is no refund or roll over to the next bundle. The time validity will automatically be extended in the event of class closure or cancellation.
- b) **Bundle of 10 classes:** All 10 classes must be taken in a 13-week period, which means clients can miss one or two classes or swap to another class. Swaps must be requested in advance and are subject to availability. However, if more than 3 classes are missed there is no refund or roll over to the next bundle. The time validity will automatically be extended in the event of class closure or cancellation.
- c) **6 Month Online Bundle of 10 classes:** All 10 classes must be taken in a 6-month period. This payment plan is aimed at clients who prefer to pay for a bundle in advance but are unable to attend every class. Swaps are also available but must be requested in advance and are subject to availability. If any sessions remain unused once the 6-month time limit has expired there is no refund or roll over to the next bundle.
- d) Payment for bundles must be made in advance, preferably by bank transfer. If payment is not made in advance WendYogini reserves the right to refuse client participation until the payment has been made. WendYogini will notify clients when Class renewal is due.
- e) **Bundle Freezing Service**

Unforeseen circumstances can occur at times, and WendYogini will happily freeze a bundle, if clients have sent a request in advance by email. The bundle freezing service is subject to a £10 administration fee. When a client freezes a bundle, WendYogini will credit them with an amount based on the fee paid and number of classes remaining, minus the administration fee. This credit can be used as part payment for a future bundle of classes.
- f) It is likely that classes will close during some public or school holidays (eg: Christmas, Easter and Summer) and occasionally at other times. WendYogini will give advance notice of Term dates and planned class closures. On rare occasions a class may be cancelled last minute due to illness or an issue with the venue for which there will be no charge. WendYogini will always endeavour to notify all clients by email, text or phone call as soon as possible.
- g) In the event of in-person class closure due to extenuating circumstances (such as but not limited to COVID-19) clients will have the option of using any credit to move across to online classes if available or to have their bundles frozen at no charge until in-person classes can resume.



h) **Bundle Refunds**

Bundle of 5 classes

If you have attended no more than one class at the beginning of your bundle, and you are not happy with your purchase, you may apply for a full refund of the original payment stating the reason why you are not happy. This should be done within 24 hours of attending the class in order to be refunded.

Bundle of 10 classes

If you have attended no more than two consecutive classes at the beginning of your bundle, and you are not happy with your purchase you may apply for a full refund of the original payment stating the reason why you are not happy. This should be done within 24 hours of attending the class in order to be refunded.

4.2 Drop-Ins

- a) In-person drop-ins are charged at £15 per session and are subject to availability. Advance booking and payment is necessary to guarantee a place.
- b) Any client not happy with their drop-in, may leave within the first 30 minutes of the class starting. The client may apply for a full refund of the original payment stating the reasons in writing as to why they are not happy. This should be done within 24 hours of the class start time in order to be refunded.

4.3 Single Sessions/Events

Single one-off Sessions / Events such as 'Restorative Yoga' are charged per session. Advance booking and payment is required to guarantee a place and cancellation fees will apply for late cancellations (No refund within 24 hours).

4.4 Online Class Fees

All current Fees are listed on our website. Bundle freezes are subject to a £10 administration fee as listed above in section 4.1 e. Online Drop-Ins are charged at £12 per session and are subject to availability. Advance booking and payment is necessary to guarantee a place.

4.5 Free Taster Class

New clients can get their first class FREE, if they book and pay for a bundle within 7 days of attending. Otherwise, their first taster class will be charged at £10.

4.6 Swapping Service

Clients who have purchased bundles can apply to attend another suitable class in the weekly schedule if they are unable to attend their normal booked class. A swap, notified and agreed in advance is subject to availability and is not guaranteed. Clients must check availability in advance with WendyYogini. A swap must be applied for and taken in the applicable time frame for the purchased bundle and cannot be carried forward. (A swap from an online to in-person class will incur an additional cost.)



4.7 Workshops

- a) Full payment is required at the time of booking a workshop in order to secure your place. If you cancel with more than 28 days' notice in writing, then a full refund will be given.
- b) Cancellation between 28-14 days is subject to a 50% refund. Any cancellation less than 14 days will be subject to no refund.

Clients may be able to send a substitute in their place, however this is subject to advance agreement with WendYogini.

4.8 Day Retreats / Half Day Retreats

- a) Full payment is required at the time of booking a full or half day retreat in order to secure Your place.
- b) 50% of Your payment is non-refundable.
- c) If You cancel with more than 28 days' notice in writing, then a 50% refund will be given.
- d) Cancellation with less than 28 days notice is subject to no refund.
- e) Cancellation and Refund policies will be determined by individual venue policies so may vary. You should always check the specific cancellation and refund policy for the event which You are booking.

Clients may be able to send a suitable substitute in their place, however this is subject to advance agreement with WendYogini.

4.9 Private Session

- a) Private sessions can be booked at a mutually agreed time.
- b) Advance payment is required for each session.
- c) Late cancellation (less than 24 hours) will be subject to no refund.
- d) Where group private sessions are booked and paid for, no refunds will be payable where less participants than the number booked attend the session.

4.9 Courses

- a) Full payment is required at the time of booking a course in order to secure your place. If you cancel with more than 28 days' notice in writing, then a full refund will be given.
- b) Cancellation between 28-14 days is subject to a 50% refund. Any cancellation less than 14 days will be subject to no refund.
- c) There will be no refund for any missed sessions in the course. Swaps may be possible to another course or session at the discretion of WendYogini. A swap, notified and agreed in advance is subject to availability and is not guaranteed.
- d) If you have attended no more than one class at the beginning of the course, and you are not happy with your purchase, you may apply for a full refund of the original payment stating the reason why you are not happy. This should be done within 24 hours of attending the class in order to be refunded.



5. Booking and Cancellation of Sessions, and Consumer Rights

- 5.1 You must be 18 or over and a Consumer to book and attend any Session. Any participant under 18 must have consent from a parent or guardian.
- 5.2 A place in a single / drop-in Session is subject to availability and will be on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Session unless You book and pay for the Session for that particular time and date.
- 5.3 Each Session is available as, and will be specifically booked only as, an individual (i.e. not group) Session for You.
- 5.4 You may book each Session in person, by phone or by email. You may book and pay for each Session separately as a one-off Session. However, if instead You book a Bundle and We accept that booking, the normal price will apply to each Session in the Bundle.
- 5.5 We will only provide a Session or Bundle to You if You have pre-booked and You have paid for the Session or Bundle in advance.
- 5.6 When You book for any Session, You must book (or, as set out in sub-Clause 5.10 below, when You rebook a Session to replace any booked Session cancelled) for a date which is no more than as set out in sub-Clauses 4.1 a) b) and c) after the date when You make that booking (or rebooking). A Session not booked (or rebooked) for a date within that period will be lost and, unless You cancel it and are entitled under these Terms and Conditions to a refund in that case, We will not refund any payment You have made for it. This sub-Clause will also apply to any Session which is part of a Bundle as defined in Clause 1 and Clause 4.1.
- 5.7 There will be a booking and there will then be a binding contract between You and Us for that Session or Bundle only if and when We tell You orally or in writing that We accept Your request to book for a particular Session or Bundle and You have paid for it.
- 5.8 When You book and pay for any one or more Sessions, We will be entitled to keep some or all of that payment as set out in sub-Clause 5.11 below if You later cancel any such Session without giving Us prior notice of:
 - 5.8.1 In the case of a Private Session, at least 24 hours' notice;
 - 5.8.2 In the case of a single, one-off or drop-in Session, at least 24 hours' notice;
 - 5.8.3 In the case of a workshop, at least 28 days' notice.
- 5.9 We may treat a booked Session as cancelled by You without notice to Us if You arrive after the start of the Session or the start of any warm-up for that Session or You do not attend any of the Session. We may decide to make a charge to You for that cancelled Session, and sub-Clause 5.11 below will apply.
- 5.10 You may cancel a Session without charge if You give Us the required notice as set out in clause 5.8 above. If You do so We will refund to You any sum You paid in advance for it unless, when You cancel, You ask to rebook for a later, substitute, Session instead and We accept that substitute booking. If the cancelled Session was part of a Bundle, We will not refund You any sum for it but You may rebook it within the bundles validity.
- 5.11 If You do not give Us the notice set out in clause 5.8, prior notice of cancellation of a



Session, We will be entitled to charge You for any net financial loss up to the full price paid for that Session that We suffer due to Your cancellation. We will be entitled to deduct that charge from sums You paid in advance for that Session, and We shall refund any balance to You. For this purpose, if that Session was part of a Bundle, the sum paid in advance for it will be the total sum paid for the Bundle divided by the total number of Sessions in the Bundle.

- 5.12 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Session without giving Us the required notice periods set out in clause 5.8, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 5.9 and 5.11.
- 5.13 We may cancel a Session booked by You at any time before the time and date of that Session in the following circumstances:
 - 5.13.1 If You booked the Session as a group Session, and any required minimum number (if any) for that Session have not booked for that Session; or
 - 5.13.2 The Teacher and any other required teacher and/or required equipment or facilities necessary for the Session are not available; or
 - 5.13.3 An event beyond our control described in sub-Clause 7 below occurs and continues for more than 30 days;
 - 5.13.4 We find that You are not a Consumer (as defined in Clause 1 above).
- 5.14 If We cancel a Session in such circumstances under Clause 5.13, We will refund to You in full the payment that You have made to Us for that Session unless it was part of a Bundle.
- 5.15 Where the cancelled, under clause 5.13, Session was part of a Bundle, We will not make a refund for the Session but You may rebook that cancelled Session for another date even if this is beyond the bundles original validity.
- 5.16 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 20 minutes, or, if at any time before or after You arrive for a Session We notify You that there will be a delay of at least that time, You may cancel the Session and We will refund to You in full the payment that You have made to Us for that Session unless it was paid for as part of a Bundle in which case You may rebook that cancelled Session for another date even if this is beyond the bundles original validity.
- 5.17 Sessions, teachers, equipment, and prices are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 5.18 We reserve the right to expel You from a Session if Your conduct is in Our reasonable opinion unacceptable, or it is or may be in Our reasonable opinion harmful to the Teacher's reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of Our other clients. If We expel You, You will not be entitled to any refund for a Session started but not completed due to expulsion. Any Session booked (as a one off or part of a Bundle) but not yet attended will then be deemed to be cancelled by Us. You will then be entitled to a refund for any one-off Session/s booked that You have not yet attended, and in the case of a Bundle where any Session/s in the Bundle has/have yet to be attended as at the time of expulsion, You will then be entitled to a refund for



the number of Sessions not yet attended pro rata to the total number of Sessions in the Bundle.

- 5.19 Where the contract We make with You is not made on Our premises, You may for any reason cancel a booked Session during the 14 day period after We accept that booking, but if the booking includes any Session(s) on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Session(s) in that 14 day period and We do so, You may not cancel that or those requested Session(s) and You must pay for them in accordance with Clauses 4 and 5, and You may only cancel any other Session(s) which are either one offs or part of a Bundle covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 5.19 and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Session(s) covered by that booking that We have provided. For this purpose, where any one or more Sessions are part of a Bundle, then You may cancel such Sessions booked for any date(s) after that 14-day period, and We will refund for each such cancelled Session the total Bundle price amount divided by the total number of Sessions in the Bundle.

6. Fees and Payment

- 6.1 You must pay in accordance with Our Price List for all Services that We fully and correctly provide to You.
- 6.2 You may pay Us for Services using any of the following methods:
- 6.2.1 Bank transfer to the following bank account:
- Bank: NatWest
- Account name: Ms Wendy J Parks
- Sort Code: 60-12-35
- Account number: 38745178; or
- 6.2.2 Cash.
- 6.2.3 Cheque (Made payable to Wendy Parks)
- 6.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book a Session and the date of the Session, the price increase will not apply to You for the Session on that date.
- 6.4 All prices of Services shown in the Price List are inclusive of VAT.

7. Events Beyond Our Reasonable Control

- 7.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
- 7.2 If any such event referred to in sub-Clause 7.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits



that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Services as necessary. You may, without liability to Us, cancel any Session/s not taking place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Session/s. Where the cancelled Session/s is/are part of a Bundle, We will refund You for each such Session an amount equal to the total price for the Bundle divided by the total number of Sessions in the Bundle.

8. Limitation of Liability

- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide or sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 The Teacher and each of Our other teachers is appropriately qualified as a yoga teacher and is competent to conduct the Sessions assigned to him/her, but their advice does not include any medical advice and is not a substitute for advice provided by a medical professional.
- 8.4 If You bring any personal belongings onto Our premises or to any hired venue, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by the Teacher or other teachers. We will not be responsible for any loss or damage to Your personal belongings caused by any other client or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 1. We therefore advise You not to bring any valuable belongings to Our premises.
- 8.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 8.6 Furthermore, if You are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 8.6.1 the Consumer Rights Act 2015;
 - 8.6.2 the Regulations;
 - 8.6.3 the Consumer Protection Act 1987; or
 - 8.6.4 any other consumer protection legislationas that legislation is amended from time to time.

For more details on Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.



9. How We Use Your Personal Information (Data Protection)

- 9.1 We will only use Your personal information as set out in Our Privacy Notice provided and signed by You as part of Your registration process and as available on our website from [www.wendyogini.co.uk].
- 9.2 Occasionally classes may be recorded, filmed, photographed or broadcast for promotional use / development of teaching styles and will remain the property of WendYogini. It is Your responsibility to inform WendYogini in writing if You do not wish to appear in any photographs or videos which may be used on WendYogini's website or social media channels.
- 9.3 Taking photographs and / or video in a Wendyogini class and sharing for the purpose of publicity including on social media will only include children and young people under 18 with the express consent of both the child / young person and their parent / carer.

10. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to register and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

11. Complaints Policy

- 11.1 We hope that you will be happy with your purchase but if you are considering making a complaint regarding any class / Session or event with WendYogini, please speak to us first to try to sort out the problem. Generally, complaints are resolved more easily and effectively at an early stage and by those who have a direct influence on the situation.
- 11.2 If a complaint cannot be resolved as above, please complete the Complaints Procedure Form as a formal procedure. (Available on our website). Details of how to submit a complaint are on the form.

12. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change

13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.



14. Law and Jurisdiction

- 14.1 These Terms and Conditions, the Contract Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 14.2 As a Consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 14.1 above takes away or reduces your rights as a Consumer to rely on those provisions.
- 14.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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