

Herston Log Cabins Ltd. Customer Agreement

1. General Provisions:

This is an agreement for the rental of holiday accommodation or a camping/caravan pitch by you (and any additional members of your party) from our company for an agreed time period. The holiday accommodation/ pitch rented by you will hereafter be referred to as 'holiday accommodation', 'the accommodation' or 'accommodation').

We are Herston Log Cabins Ltd., a company providing and marketing holiday accommodation at Herston Yards Farm, Washpond Lane, Swanage, Dorset (hereafter referred to as 'us', 'our', 'our company' or 'the company'). We are a company registered in England and Wales under company number 08297646 and with our registered office at Herston Yards Farm, Washpond Lane, Swanage BH19 3DJ.

We consider that this customer agreement, together with your request for booking and our booking confirmation sets out the entire contract between you and us for the supply of our services to you. We intend to rely upon this customer agreement in relation to the contract between you and us. By agreeing to this customer agreement, you confirm that you are at least 18 years old and accept full responsibility for making all payments owed to our company.

2. Booking Process and Confirmation:

Our company will confirm a booking for you after:

1. You submit a booking request through the company's web-booking system (if booking online) or to our wardens/ office staff (if booking on the phone or in person). All our holiday accommodation and pitches are subject to availability, and our web-booking system or a member of staff will only allow a booking to be confirmed if it/they determine that your requested holiday accommodation and any required extras are available during your specified date range.
2. You agree to the terms and conditions laid out in this customer agreement. You can access and agree to the customer agreement in the following ways:
When booking online you will be shown this customer agreement during the booking process. You will be asked to confirm that you have read and agree to our terms and conditions by ticking the checkbox at the end of the document before proceeding to the payment screen.

When booking over the phone, you may request that a copy of this customer agreement is sent to you via email or in the post. Alternatively, a copy of this customer agreement can be viewed on our website. It is imperative that you read a copy of this agreement fully, as once you complete our phone booking process and pay for your holiday accommodation/ pitch over the phone you make tacit acquiescence to the terms and conditions detailed in this customer agreement.

When making a booking in person at our main reception or camping reception you may request to read a physical copy of this customer agreement, or have the agreement emailed to you. It is imperative that you read a copy of this agreement fully, as once you pay for your holiday accommodation/ pitch with a member of our team you make tacit acquiescence to the terms and conditions detailed in this customer agreement.

3. You make appropriate payment for the rental of the holiday accommodation, after availability has been checked. You can do this through our online portal, or through our office. This appropriate payment is either full payment for the cost of the accommodation or a part-payment of 33% of the full cost of the accommodation (please find more information on part payments below).

A booking is confirmed when you receive an official confirmation receipt or email from our company. We will get this to you once you successfully complete the booking and payment process.

Should you have any questions or issues regarding the customer agreement, or booking confirmation process please email: office@herstonleisure.co.uk or phone our office on 01929422932. We will respond to you on a case by case basis, in a timely manner.

3. Prices:

When paying for your requested booking, you will be asked to pay the price of your holiday accommodation/pitch, and any additional services or activities that you have opted to purchase. The price of this will be clearly set out on the online payment portal or clearly quoted by our office team.

If we do not receive the full payment from you by the due date, six weeks before you are scheduled to arrive at the accommodation, we then have the right to cancel your booking and you will forfeit any part payments made plus any non-refundable additional services or activities that may have been booked.

Additional charges will apply for any additional services or activities you purchase after making the initial booking, this additional charge will be invoiced to you and paid separately from your initial booking.

Price adjustments, promotions and discounted offers are introduced at our discretion and are subject to availability. Offers cannot be used in conjunction with any other promotion or discounted offer and may be withdrawn at any time prior to your booking being confirmed. Retrospective refunds are not permitted against any price adjustment, promotion or discounted offer advertised after such time a booking is confirmed.

4. Part-Payments to secure bookings:

Where the full costs of the holiday accommodation/ pitch and any added extras is more than £100 you can either pay the full cost of the holiday accommodation or opt to pay an initial part-payment of 33% of the full cost of the holiday to confirm your booking.

The remaining 66% of the full cost of the holiday will be due six weeks before the date you are scheduled to arrive at the holiday accommodation/ pitch you have booked.

Our company does not accept part-payments when the full cost of the holiday accommodation/ pitch and any added extras is £100 or lower. Our company does not accept part-payments for holiday accommodation/ pitch bookings where you are scheduled to arrive less than six weeks from the date you made the booking. In these cases, we request that you pay the costs of their holiday in full when making and confirming their booking.

5. Amending Bookings:

Please check your personal information, your booked accommodation and your trip dates in the confirmation email carefully. If you want to change any detail of your confirmed booking, we will make all reasonable endeavours to make the changes, should amendments be requested in a timely manner (within 48 hours of making your original booking) and/or they were a genuine administrative mistake on our company's part.

We rarely charge for booking amendments; however we do reserve the right to charge up to £25 for any amendments to your booking in cases where amending a booking places an administrative burden on our office staff, for example when a customer wishes to make a last-minute amendment to their booking.

During our busiest periods our pitch and cabin availability is extremely limited and any amendments that require a change of arrival/ departure date and/or type of holiday accommodation/camping pitch will be subject to availability. Should you wish to change to a property/ pitch that is more expensive than the property/pitch originally booked, you will be asked to pay the difference in booking cost. Should you wish to make an amendment and there is no availability you will be offered to retain your existing booking, or you can choose to cancel the booking. Any customer instigated amendments that result in a cancelled booking will be subject to our standard cancellation charges. In the event of cancellation, any fees paid for amending a booking are non-refundable.

6. Cancellations:

If you find it necessary to cancel your holiday you should notify us as soon as possible. Any part payments made are non-refundable.

If you have to, or want to, cancel your booking after it has been confirmed, you must send a written notice of cancellation to office@herstonlesisure.co.uk as soon as possible. Once we receive written notice of cancellation, we will respond to you as soon as possible to confirm receipt of your notice to cancel.

If you cancel, you will have to pay a cancellation charge to our company based on the number of days before the arrival date at your property that we confirm receipt of your notice to cancel, as shown in the table below.

For the table below, total cost means the total cost of the accommodation/pitch booking, including any optional extras.

Number of days before the start date of your trip that we confirm receipt your notice to cancel:	Cancellation charge:
More than 70 days	Full part-payment or 33% of the total cost should a part payment not have been made.
70 to 57 days	50% of the total cost
56 to 43 days	65% of the total cost
42 to 29 days	85% of total cost
29 days or fewer	100% of total cost

The cancellation charges below have been calculated as a genuine pre-estimate of the losses we would incur in having to remarket and re-let the holiday accommodation/pitch booked by yourself, and offset any loss should we not be able to re-let the holiday accommodation/pitch. Any cancellation charges will either be taken as a percentage of any existing full payments/part payments made or billed to you as an additional charge.

7. Refunds:

In the unlikely event that you should have any cause for criticism or suggestion during your stay you should bring the matter to the attention of management immediately so that efforts may be made to resolve your complaint and advise you of our complaints procedure. It will be considered unreasonable to make any criticisms either in writing or verbally after your

departure should the management not have been given the opportunity to attend to any matters arising during your stay.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it whilst staying on the park, we may not be able to deal with/ investigate any complaint after your departure and your claim may subsequently be reduced in its effectiveness or fully forfeited should we not be able to adequately investigate.

If, at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, the main booker should submit a written complaint within 28 days of your leaving our park. This written complaint must be sent either by emailing office@herstonleisure.co.uk or by sending a letter through the post to Herston Yards Farm, Washpond Lane, Swanage BH19 3DJ.

When we receive a refund request in writing it will be dealt with on a case by case basis by our office team. Each case will be judged on its merits, and we will endeavour to thoroughly investigate any issues raised. Please note there is no higher authority within our company to deal with any complaint that the park owner.

8. Cutting short your stay:

No refunds are paid out by our company in the event you cut short your stay after arrival.

9. Check- in and check out times:

Holiday accommodations (our Lodges, Log Cabins, Rose Cottage or the Farmhouse) are available for check in after 3.00 pm on the day of arrival and must be vacated by 10.00 am on the day of departure.

Pitches are available for check in from 12 noon on the day of arrival and must be vacated by 11am on the day of departure.

We reserve the right to charge £25 for any late check-outs that have not been arranged with our office beforehand.

10. Unavailability of accommodation/pitches/ facilities after booking:

Occasionally, problems mean that some of our properties, facilities or services are not available or may be restricted. It is important to note that particular pitches/ holiday accommodations can be requested but this is subject to availability and we reserve the right to reallocate pitches/ holiday accommodation before arrival.

If this happens, we will tell you as soon as reasonably practical after we become aware of the situation, and in the case of an unavailable property move you to another property of the same standard as the property you have booked.

11. Groups:

All accommodation prices are for the property/pitch and are not on a per person basis.

Should you rent accommodation from our company as part of a larger party of guests, you will be responsible for identifying the booking as such and for providing the party details. Should you arrive at the accommodation as part of a larger party of guests without notifying us of the required details, our company has the right to refuse to allow you and your group entry into/onto the accommodation without a refund or compensation.

You will be considered the 'party leader' of the entire party of guests renting the accommodation. All other members of the party of guests must authorise you (as party leader)

to make the booking in accordance with the terms and conditions detailed in this customer agreement.

By agreeing to this customer agreement, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by of the terms and conditions detailed in this customer agreement. You (as party leader), are responsible for making all payments due to our company.

If you are the party leader of a larger party of guests, you are personally responsible and held liable for damage caused by a member of your party.

12. Unreasonable Behaviour, Excessive Mess or Damage to our company property (Pitches):

We ask that you and your party obey the site rules when staying on one of our pitches. Copies of our site rules are available at the main office, the campsite reception and from one of our wardens.

Key rules include, but are not limited to:

- Please drive slowly when on our park, we have a strict speed limit of 5mph maximum.
- We operate a 'quiet time' across our entire park between 10pm and 7am, noise during this time must be kept to a minimum. Excessively loud noise is prohibited at any time of day.
- Musical instruments, radios, televisions, record players and similar appliances should be used considerately during the day, but not at all after 10pm. Between the hours of 10pm and 7am, quiet time must be observed.
- Children must be under the supervision of a parent or guardian at all times while present at our park. All children under the age of 12 years must be accompanied by an adult when using the toilets and shower blocks, using laundry facilities or the shop.
- Children under 18 are not allowed in our clubhouse without being accompanied by an adult over the age of 18.
- Dogs must be kept on a lead at all times.
- Disposable barbecues are not permitted on the grass, and should be raised off the ground, ask the site warden for some bricks if needed. Barbecues must never be left unattended.
- Fires must only be lit in raised firepits. Fires seen to be on the ground will be immediately extinguished and you will be charged £25 for a replacement fire extinguisher.
- Visitors must not cut down/ forage and then burn branches or twigs from our hedgerows or trees.
- No structures can be tied or secured to trees or vegetation. Any structures that are or are judged to be causing damage to our park will be taken down or removed. The park warden team reserve the right to do so without prior consent and wholly at the discretion of the park's staff.
- Water hoses are not permitted to be used on park connected to any park water taps for the purpose of washing cars or caravans however the use of a bucket of soapy water and a sponge would be
- Please help keep our toilets/showers clean and tidy by tidying up any mess you may create, and letting our wardens know if they are dirty and need a refresher clean.
- Any outdoor games and/or ball games must be played in a controlled manner and any children playing outdoor games and/or ball games must be supervised by a parent/guardian. Should any outdoor game/ball game annoy or inconvenience others, our wardens reserve the right to stop any ongoing ball game and insist that no new ball games are played by you or your party on our site.
- Our customers visit our Site to enjoy the peaceful surroundings and park facilities. If you or your party are found to be disrupting the peaceful environment

- Any wilful damage to our park will result in you being asked to immediately leave our park. If you are asked to leave under these circumstances, no monies will be refunded.

We reserve the right to refuse to allow access onto one of our pitches if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or in the event any employee has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. In these circumstances, the contract between you and the owner will be terminated, you will not receive any refund and we will not have any further liability to you.

We reserve the right to terminate a stay on one of our pitches after your arrival, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to impair the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken the law, breached or is likely to breach any of the terms and conditions outlined in this customer agreement. This also extends to any special terms and conditions that you might be have notified of by our office team. In these circumstances, you will be required to leave the property immediately and no refund will be given.

13. Unreasonable Behaviour, Excessive Mess or Damage to our company property (Holiday Lodges, Log Cabins, Cottages and The Farmhouse):

We reserve the right to refuse to allow access into our accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or in the event the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. In these circumstances, the contract between you and the owner will be terminated, you will not receive any refund and we will not have any further liability to you.

We reserve the right to terminate a stay in our accommodation after the keys have been handed over to, if the unreasonable behaviour of you, anyone in your party (including anyone invited into the property by you) is likely to impair the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken the law, breached or is likely to breach any of the terms and conditions outlined in this customer agreement. This also extends to any special terms and conditions that you might be have notified of by our office team. In these circumstances, you will be required to leave the property immediately and no refund will be given. Furthermore, you may be liable to cover any costs incurred by our company as a result of your behaviour.

We inventory the accommodation and its contents before and after your arrival at the property, however if you discover that anything is missing or damaged on arrival, please notify our office team immediately.

No smoking is allowed inside the holiday accommodation. Please only smoke in the designated areas outside of the accommodation, and dispose of any cigarette butts in the ashtrays provided.

You are responsible for and agree to reimburse the our company for all costs incurred by us for all damage or breakages or loss from the accommodation or its contents caused by you, your party, or any guests invited by yourself into the accommodation. You are responsible paying for this damage and the cost of any work needed to put the damage right. We reserve the right to ask for payment from you to cover any such costs.

If items/ fixtures are found to be missing or damaged after your departure, and you did not notify our office team, we reserve the right, after investigating the matter fully, to charge you for a like for like replacement of any items missing or damaged within the accommodation.

Our company expects the accommodation to be left in a clean and tidy state on departure. If in our opinion, additional cleaning is required, you will be liable to our company for the cost of this cleaning. Extra cleaning costs are calculated on a case by case basis; the cost for a regular deep clean of holiday accommodation provided by our company starts at £50.

In the event that you or any member of your party rents holiday accommodation which does not include bed linen as standard, and that you do not take advantage of our linen hire service you must undertake to provide your own bed linen. The management will inspect the accommodation during the period of the holiday and reserve the right, upon finding in use without linen, to require the you to hire the required linen at our published rates of £3.00 per night plus make a payment for the cleaning of the bed furnishing used without linen of £25.

Rules regarding the holiday accommodation with hot tubs:

Our hot tubs are emptied, cleaned and refilled with fresh water on the day each customer arrives at their holiday accommodation. The hot tubs are checked daily by a member of our team to ensure cleanliness, the correct level of cleaning chemicals and PH balance.

We ask that customers please obey the all hot tub rules displayed next to each hot tubs. Our key rules, amongst others, are that:

- In the interests of hygiene, any hot tub users remove any makeup and shower before using the hot tub.
- Drinking alcohol or smoking is not permitted when using the hot tub.
- Any person under the age of 14 must be supervised by a responsible adult when using the hot tub.

We reserve the right to charge £25 for a full clean and refill of a hot tub should a customer foul or dirty the hot tub attached to their holiday accommodation. It should also be noted that during the time where hot tubs are cleaned and refilled, the hot tub will not be available for use.

14. Right of Entry:

Employees of our company have the right to enter any booked holiday accommodation or enter a booked pitch area without letting you know first; should this is not be practical or possible. This includes, but is not limited to, purposes of inspection (including but not limited to where you have complained about the property), if repairs need to be carried out, to check/clean hot tubs or other facilities, if you or a member of your party break the law, you or any member of your party breach any of these booking conditions, or if emergencies happen.

15. Animals:

Animals, other than dogs, are not permitted in holiday accommodation, or on pitches. The following general provisions apply to all dogs visiting our park:

You must tell us that you are bringing a dog with you when you make your booking, should you bring a dog to our park you undertake as an explicit term of your booking that your dog is of a reasonable disposition. No dangerous breeds or apparently aggressive dogs are permitted on our park at any time

We recommend that any dog must have insurance which includes sufficient pet liability cover and you are wholly responsible for the supervision and behaviour of your pet at all times. You must also take personal liability for any and all actions made by your dog while on the site.

Registered assistance dogs for the blind or deaf may accompany their owners around our park and into any holiday accommodation booked. Though we understand that registered assistance dogs are excellently trained, we do ask that the owners of registered assistance dogs please ensure that they clean up any mess their assistance dogs produce, and ensure they are well behaved.

When walking dogs around our park you must keep dogs on a lead.

Dogs must never be left unattended, and particularly no child should ever be left with a dog unattended while on our park.

Should your dog produce any mess or foul, you are responsible in cleaning it up. Should any mess not be cleaned up by yourself we reserve the right to charge £25 for the cleaning of any mess or foul from your dog by our cleaning team.

Well behaved dogs are permitted in the bar areas, provided they are on a lead, and any mess they make is cleaned up by the owner. Dogs are not allowed in the park office, the shop or any staff only areas.

The following provisions apply to dogs staying on one of our camping pitches:

It is free to bring a dog with you when staying on one of our camping pitches. A maximum of three dogs per pitch are permitted. If you are bringing a dog onto a pitch they must be kept on a lead at all times, and not be allowed to stray onto neighbouring pitches.

The following provisions apply to dogs staying in our pet-friendly holiday accommodation:

If you wish to bring a dog with you when staying in our pet-friendly holiday accommodation there is a small charge of £5 a night. You must only bring a dog to a holiday property that is described as 'dog-friendly', should you bring a dog with you to a property that is not 'dog-friendly' you will be refused entry, and your booking cancelled. This cancellation will be treated as a cancellation made 28 days or fewer before arrival, and 100% of the total cost of the accommodation booking, including any optional extras will be retained by our company.

If you bring your dog to a 'dog-friendly' holiday accommodation. You must bring your pet basket with you and ensure that your pet(s) does/do not lie on bedding or furniture under any circumstances.

If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen holiday accommodation or pitch, even those that do not allow pets, nor can we accept any responsibility for any subsequent health reaction.

16. Insurance and Fire Safety:

You must ensure that you are adequately covered by a travel insurance policy against cancellation, personal injury, theft, damage to your vehicle and public liability.

If you have booked to stay on a pitch in a tent, you must ensure that your tent has been adequately maintained, and made from industry standard fire materials to ensure your own comfort and safety.

If you have booked to stay on a pitch with your own motorhome or caravan you must ensure that your property has at least 'third party, fire and theft' insurance. All caravans and motorhomes must have adequate fire safety precautions, and not have any modified log burner or heating system that would render them uninsurable. Furthermore, your caravan or motorhome must be road worthy while it is present at the park.

Disposable barbecues are not permitted on the grass and should be raised off the ground. Barbecues must never be left unattended. Fires must only be lit in raised firepits. Fires seen to be on the ground will be immediately extinguished and you will be charged £25 for a replacement fire extinguisher.

You are requested to acquaint yourself with the location of the nearest fire control point and the fire assembly point and follow the safety instructions of any employee of our company.

17. Disabilities and medical problems:

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you make your booking and give us full details as early as possible before you travel. If we reasonably feel unable to properly meet a person's particular needs, we may refuse or cancel the reservation before arrival for a full refund.

18. Website and Marketing:

We aim to make sure that the information provided by us is presented accurately on our website and other promotional literature or material we produce and provide. It is intended to present a general idea of our pitches and our accommodation. Not all details of the relevant facilities can be included on our website.

Furthermore, there may be small differences between the actual property/ pitch and its description. We are always aiming to improve services and facilities, and therefore there might be some slight changes as we improve our property offering.

We cannot accept responsibility if some facilities or services at the property are not available or restricted, nor can we accept responsibility for any changes or closures to local services or attractions mentioned on our website.

We make reasonable efforts to make sure that information we give you about your holiday property/pitch and its facilities or services, as well as local amenities, attractions and other services, is accurate and complete for the last edited date at the bottom of our website.

We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property/arrangements or its facilities and services, unless this was caused by our negligence. Distances and sizes are provided as useful guides. Certain items in photos (soft furnishings etc) are subject to change and may not always be exactly as shown. Please check specific concerns with us before booking.

Though wireless internet connectivity is an advertised facility, please note that its provision is subject to availability, signal strength from routers, and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted, unlimited provision of wireless internet connectivity.

19. Statutory Rights:

All properties and pitches on our website are offered for the sole purpose of holiday lettings. Accordingly you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No holiday booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977.

Nothing in this agreement reduces your statutory consumer rights, or your ability to make remedy through the courts. For further information about your statutory rights contact your local authority Trading Standards Department.

Please note that this agreement provides for rental of accommodation between specific dates, and (if relevant) additional extras for a designated period of use. Therefore, like all other British companies involved in the supply of accommodation, catering or services related to leisure activities; our company does not provide a 14-day 'cooling-off period' for any purchases made. This customer agreement document clearly explains our cancellation and refund procedures and by agreeing to the customer agreement you agree to be bound by our procedures.

20. Privacy Policy:

Our privacy policy can be found at <https://www.herstonlogcabins.com/privacy-policy/>. Should you desire a physical copy of our privacy policy, please contact our office team and we will post one to you.

21. Liability:

While every effort will be made by to provide an enjoyable holiday experience for customers, except where stated in this agreement, our liability to you and those accompanying you on our park, including animals, if any, is strictly limited to direct loss up to the amount paid by you on booking, but this does not apply to our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation on our part or (c) anything else for which liability may not, at law, be excluded.

We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise.

We are not liable to you for any noise or disturbance from neighbours or other activities outside the Site (including any agricultural noise or smell or any noise associated with the management or use of the land of Herston Yards Farm or its neighbours).

We will not accept responsibility for any loss or damage to the property of any guest, including personal belongings, cash, jewellery, tents, caravans and motor vehicles, however caused, occurring whilst on the park.

We cannot be held responsible for the failure of water, drainage or other mains services beyond our immediate control. We will not be liable for any loss or damage occasioned to any vehicle or belongings, nor for any injury whatsoever to any person whilst on the park, unless caused directly by the negligence of an employee. You are wholly liable for any repairs, cleaning or replacements required to any of our property damaged during your stay. Any such damage must be reported (and paid for) at Reception. We reserve the right to make a charge to any credit or debit card used for booking to undertake any necessary repair, replacement or additional cleaning required as a result of your booking.

Events beyond our control:

Unless we say otherwise in this customer agreement, our company will not be legally responsible for any compensation, or refund to you, if we are prevented from carrying out our responsibilities to you as a result of events beyond our control. These circumstances are known as 'Force Majeure' events and are circumstances that even with due care could not have been foreseen or avoided. These events include, but are not limited to:

- strike, lock-out or labour dispute;
- natural disaster;
- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction
- accident;
- breakdown of equipment or machinery;

- insolvency or bankruptcy of our company;
- fire, flood, snow, storm or torrential rain;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

You indemnify Herston Log Cabins Ltd., its employees and contractors against any claim made against them as a result of your action or inaction in cases of events beyond our control.

22. Subheadings:

The subheadings placed throughout this document are to aid navigation only. Subheadings should not be considered to be summaries of the terms and conditions, nor do subheadings have any legal standing.

23. Agreement to be governed according the laws of England and Wales:

This customer agreement shall be governed by and construed according to the laws of the United Kingdom, and in particular the laws of England and Wales. Argument of ambiguous agreement terms will not be against the drafter of this agreement and shall not be construed against the drafter. You agree that any suit or action relating to this customer agreement shall be instituted and commenced exclusively under the laws of England and Wales and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.