

TEPEO TERMS AND CONDITIONS OF SALE

DECEMBER 2021

At tepeo we aim to make everything as straightforward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with our customer services team at <u>customer.service@tepeo.com</u>

1. THESE TERMS

1.1. What these terms cover.

These terms cover the purchase of the ZEB and associated services we offer in connection with the ZEB, including installation services.

All the terms of sale between you (the customer) and tepeo relating to the ZEB are contained in this document and written specifications provided to you by us (e.g. on the website, by email or telephone or in person).

Specific terms relating to our product guarantee, service plan and our app can be found at www.tepeo.com/terms

1.2. Why you should read them.

It is important that you read these Terms carefully before placing an order.

1.3. Interpretation of these Terms.

"We", "us" or "our" refers to tepeo Limited ("tepeo") the Company. "You", "your" refers to the Customer who owns the tepeo Product. When we use the words "writing" or "written" in these Terms, this includes digital communications such as emails and text messages.

Any concession, latitude or waiver allowed by tepeo at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent tepeo subsequently exercising such rights.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are.

We are tepeo Limited, a company incorporated in England and Wales with company number 11392873, whose registered office address is at 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

2.2. How you can contact us (including to tell us about a problem with our goods or services):

2.2.1. by emailing us at <u>customer.service@tepeo.com</u>



2.2.2. by telephoning our Customer Care Team on 0118 228 0424

The line is open Mon-Fri 9am-5pm, but will be closed outside of these times including on public holidays; the opening times may be changed from time to time as notified on our website www.tepeo.com/support. Please check with your network provider for costs associated with phoning this number.

- 2.2.3. by writing to us at tepeo Limited, 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.
- 2.3. **There are no gas connections or supplies to any tepeo products.** If you smell gas or are worried about gas safety, please phone the National Gas Emergencies number on 0800 111 999. Only use a mobile phone from outside the property. The number is free and available 24 hours a day.
- **2.4.** How we may contact you. If we need to contact you, we will do so by telephone or by writing to the email address or postal address you provided to us in your order or via the tepeo app.
- 2.5. **We only sell to mainland UK**. Our website is only for the promotion of our products to mainland England, Scotland and Wales. We will always tell you if we cannot deliver to your address at the time you express your interest in our products but a full list of our delivery restrictions can be found at www.tepeo.com/faq.

3. PRODUCTS:

3.1. We try to keep information on the website and in marketing materials relevant and up to date. However, such information should be used as a guide only because products and services are frequently updated and changed.

3.2. **Products and materials may vary slightly from their pictures**.

3.2.1. **Products:** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of products may also vary from what you see in images on our website.

Materials we use for installation: Products and building materials can vary in colour, texture and general appearance. We accept no liability for any materials used during the installation process having variations in colour, texture and general appearance. When matching materials (such as bricks and tiles) to existing materials which are part of the house, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. We are not responsible for these differences.

3.2.2. **If you want to use specific materials at installation:** If use of particular materials is important to you (for example, if you want to match your existing brickwork or other material) you must make these available yourself, at your expense. We will make reasonable efforts to use these materials and we ask that you let us know in advance at your site survey so that we can assess their suitability.



- 3.3. **Our rights to make changes:** we may change our products and services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments or improvements. We may update or require you to update digital content, provided the content will always match the description of it that we provided to you before you bought it.
- 3.4. Your rights to make changes: you may request changes to the product and services specifications and materials you have ordered by emailing us at <u>customer.service@tepeo.com</u>. We will let you know if the change is possible. If it is possible we will let you know of any changes to the prices of the relevant products and services and ask you to confirm whether you wish to go ahead with the change. No changes will become part of our contract until they have been agreed and confirmed by us in an Amendment to Order document.

4. OUR CONTRACT WITH YOU

- 4.1. **When the contract between us is formed:** When you place an order with us by accepting a quote, the contract between us is formed when we send you an email confirming that your order has been accepted. You should bear in mind that our acceptance of your order is dependent on successful completion of a site survey (see paragraph [6] below).
- 4.2. **If we cannot accept your order:** we will inform you of this by email and will not charge you for the product or services. This might be because the product is out of stock, because your site inspection confirmed your premises are not suitable for a ZEB, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 4.3. **When we accept your order:** we will send you an email acknowledging the order and confirming;
 - 4.3.1. details of what you have agreed to purchase.
 - 4.3.2. the total cost of the ZEB and the estimated cost of the installation (if you have also purchased the installation service).
 - 4.3.3. arrangements for booking your delivery and installation appointments (if you have purchased installation services from us).
 - 4.3.4. the guarantees or after-sales services we offer.
 - 4.3.5. the full terms of the contract formed between us.

5. DELIVERY

This section sets out our responsibilities and your responsibilities relating to the delivery of the products and services.

5.1. **Delivery costs:** all delivery costs are displayed to you on our website and confirmed immediately prior to you placing your order. If you have ordered installation services, these costs will be displayed separately. Any additional agreed costs after your initial order will be set out in an Amendment to Order document (see section 3.4).



- 5.2. When we will deliver the products: After you place your order, we will contact you to arrange a delivery appointment and an installation appointment (you should note that these may be separate appointments and are subject to availability).
- 5.3. **Delays outside our control:** We work hard to ensure the delivery of goods and services happens on time and with clear correspondence in advance. Notwithstanding this, you accept that sometimes delivery issues occur. We will contact you as soon as possible if this happens and take steps to minimise the effect of the delay. Provided we do this, we will not be responsible for delays caused by events beyond our control but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products or services you have paid for but not received.
- 5.4. **Delivery restrictions local restrictions:** You are responsible for notifying us of any local restrictions that could impact the delivery of goods or services, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.
- 5.5. **If you are not home to receive the delivery or installation services:** You agree to be at the property when goods are scheduled to be delivered or installed, or to ensure an adult who is responsible for taking delivery is available.
- 5.6. **In-premises delivery restrictions:** We will agree on a delivery location within the property prior to delivery. We will confirm this when we send you an email confirmation following your site survey. As the ZEB is heavy, it is important that this location is clear of obstruction and accessible on the agreed delivery date and time.
- 5.7. **If you fail to accept delivery or provide the required access:** If a delivery is aborted due to a lack of access, you will be responsible for reasonable costs or losses incurred by both you and tepeo. We reserve the right to cancel your contract if we are unable to contact you or rearrange access to your property despite our reasonable efforts.

We will use reasonable care to deliver the ZEB to the correct location in your premises. However, if a delivery is made to the wrong location within the property and you have not communicated this to us on the day of delivery, you will be responsible for any costs of moving the product.

- 5.8. **Storage of products between delivery and installation:** You are responsible for any goods we deliver once we have delivered them to your Premises. You are responsible for keeping any equipment secure and dry, in the agreed location at your premises, once delivered. If equipment is damaged, removed or packaging opened then you will be liable for any costs or losses incurred.
- 5.9. **Access requirements for installation:** you must provide the necessary access and environmental requirements for the installation services (see section 7).

6. SITE INSPECTION:

6.1. **Before we accept your order:** Before we accept an order for a ZEB, we will complete a survey of the property where the products are to be installed to ensure that the premises are suitable for the ZEB. If this survey determines that a site is suitable for the ZEB, we will send you a confirmation email including details of how to book an installation appointment.



If the survey determines that your premises are not suitable for safe installation and operation of the ZEB, we reserve the right to cancel your order and refund any amounts paid for goods and services you have not received. Other than refunding any amounts you have paid, we will not be responsible for any other costs.

- 6.2. **Site adjustments and upgrades:** The minimum requirements for installation of a ZEB are set out in the installation manual which can be accessed at www.tepeo.com/thezeb. If, upon physical inspection of the site, it is determined that adjustments need to be made to your premises to allow for safe and effective installation of the ZEB, and these adjustments are feasible, then we will inform you of these at the site survey. If you have ordered installation services from us, we will also inform you of any increase in costs for installation prior to these costs being incurred and prior to accepting your order.. You are under no obligation to accept your order.
- 6.3. **We do not perform structural surveys.** When we inspect your premises to see if they are suitable for our ZEB, this will be limited to a visual assessment of the structure of the floor and is not a substitute for a structural survey from a competent person.
- 6.4. **Proof of works.** If we have identified upgrades or other works required to your premises to enable the safe and effective installation of the ZEB, we may require you to show proof that these works have been carried out before we allow you to book your installation appointment. If we have identified hazardous materials (such as asbestos) we may require you to provide a Clean Air Certificate before we proceed with the installation services.

7. INSTALLATION SERVICES

- 7.1. Where you have purchased an Installation service from us, the following terms apply.
 - 7.1.1. **Installation costs:** when we conduct your site survey, we will provide you with a quote for installation costs. This will include all works required to safely install the ZEB at your premises based on what we are able to ascertain during the survey (for example, if we need to erect scaffolding to access your property, we will inform you of this and the likely costs following the site survey). Occasionally we may identify additional works that are required once we have started the installation (for example, if there are problems with existing pipework that were not visible at the time of the site survey). If this happens, additional costs may be incurred. If this happens we will inform you as soon as possible and discuss the best solution with you.
 - 7.1.2. **Existing infrastructure and additional costs.** When adding new equipment to your house, our engineer or approved partner, will need to inspect existing relevant infrastructure (which may not have been visible at the site survey) to ensure it meets current regulatory standards and is of suitable performance. Should your existing infrastructure fail to meet relevant standards/capacity then we will give you the options to bring the infrastructure up to a standard which allows new equipment to be connected. At this point you may cancel your order for a full refund (for both the ZEB and the installation services).
 - 7.1.3. **If you do not wish to authorise required additional work(s)** but still wish the new equipment to be installed, we will leave the ZEB for final connection by others and



will not be able to commission the equipment. In such circumstances the customer is still liable to make payment in full as if the installation had been completed.

- 7.1.4. **Our engineers.** Our installation services will be performed by tepeo engineers or our trusted partners.
- 7.1.5. **Access.** You will need to provide free access to and from the installation property (both internal and external access will likely be required) on the agreed dates so that we can deliver and install equipment. You must also provide free access to water and electricity (where applicable) for installing and testing your new equipment.
- 7.1.6. **Parking.** It is your responsibility to ensure there is adequate vehicle parking for the engineer to park their van within 25 meters of the entrance to the property. Any charges for parking or permits required are to be paid for and obtained by you.
- 7.1.7. **Treatment of our personnel.** During the fulfilment of this contract, you agree to provide a safe and respectful workplace for any persons attending the installation address. Persons attending a property to carry out work connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered. If this happens, it will be at our sole discretion if a reattendance is arranged. If we choose to cancel the contract as a result of your treatment of our staff, we will provide you with a refund (minus our reasonable costs) for products and services you have not received.
- 7.1.8. Access to facilities. We are required by health & safety at work legislation to ensure our engineers have access to welfare facilities including; a toilet, washing facilities, drinking water and facilities for rest in a warm indoor area. To reduce costs, you agree to provide access to these facilities within the existing property for workers to use in a clean and respectful way. If you would like us to make alternative arrangements to comply with these requirements, you must notify us at least 14 days before any onsite works are due to commence and pay the additional cost of hiring such facilities 7 days prior to work commencing.
- 7.1.9. We are not responsible for any consents or permits required to install the ZEB. Prior to any attendance by us, or our partners, it is your responsibility to secure any permissions, licences or permits that may be required to authorise the work. Examples of such permit could be a listed building consent, landlord consent or freeholder agreement.
- 7.1.10. **Existing pipework etc.** Existing pipework, valves, radiators and other equipment should all be in working order. If they have been poorly installed or have become faulty any such failure or consequential damage is in no way our responsibility (irrespective of if an engineer working on our behalf has touched them or not). If we discover any faults during the installation that were not identified during the site survey, this may lead to delays, increased costs, or we may be unable to proceed with the installation if it would be unsafe to do so.
- 7.1.11. **New pipework.** When completing the installation of new or upgraded pipework, the route for these pipes will be discussed with you. We will install pipework in a way which makes the most functional sense from an engineering point of view, not simply aesthetic. Pipework may need to be surface mounted and clipped in place.



Our engineers will not bury pipework in the walls, under the ground or box the pipework in.

- 7.1.12. **Timing of works.** We will always try to complete work before 6pm on the day of installation but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.
- 7.1.13. **Making good.** Whilst all reasonable care will be taken by us, we are not responsible for damage to existing plaster work, decorations, flooring etc which may be consequent upon the carrying out of the work detailed. Cuts or holes made to allow for equipment will be made good but not permanently finished or re-decorated. Floor boards will be reinstated or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. We will take reasonable care not to damage any wiring or plumbing where this is clearly visible. **It should be anticipated that an amount of redecoration may be required, this will be your responsibility and is not included in the price**.
- 7.1.14. **Changes in water pressure.** You understand that during/after any plumbing work carried out by us, or our partners, there could be changes in the water pressure in existing plumbing. Whilst we will exercise reasonable care in visually assessing the suitability of existing systems/pipework for any likely changes in pressure, we will not be responsible for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing pipework, taps, valves, showers, other fittings or any appliances where these were not ascertainable during our site survey.
- 7.1.15. **Boilers and showers.** You should be aware that due to the wide variety of showers available in the market place it is not possible for us to determine if a shower and your boiler will be compatible. We will not be responsible if your existing shower/boiler is not compatible for any reason with a new shower/boiler.
- 7.1.16. We do not provide structural surveying services. We will perform the installation services with reasonable skill and care but we are not be responsible for any damage to your home which is caused as a direct result of structural defects or weaknesses at the installation address whether they are visible or not. If you are unsure of the structural integrity of your building you should engage an appropriately qualified structural surveyor prior to any attendance we may arrange in connection with the contract.
- 7.1.17. **We require a working internet connection for effective installation.** It is your responsibility to ensure that a suitable connection is available during and after installation. We will not be responsible for any faults or failures which result from poor or inadequate internet connection.
- 7.1.18. **Records.** The engineer will take pictures of your installed equipment and relevant infrastructure for our auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or



apprentices. From time to time we may use pictures of installed equipment for marketing purposes.

- 7.1.19. **Phone access.** During installation, our health and safety plan requires the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, you agree to make available to the engineer access to a telephone or internet connection for no charge.
- 7.1.20. **If we cannot safely complete the installation.** If we are unable to safely complete the installation services (for example because our engineer identifies further upgrades, works or other hazards that were not identifiable during the site survey) we may need to pause the installation until such time as those safety hazards have been removed. It is your responsibility to arrange for the safe removal of hazardous materials and to make any upgrades necessary to allow for safe installation of the ZEB.
- 7.1.21. If we are unable to complete the installation on the same day as your appointment. When installing new equipment other trades may be required to complete the work. For example, an electrician may be required to wire controls to the new boiler. In such circumstances, we will endeavour to leave the equipment working until another engineer can attend and perfect the installation at a time convenient for you.
- 7.1.22. **Waste removal.** We will leave your premises reasonably clean and tidy after performing our services but it is your responsibility to arrange removal of waste and debris if this is not specified in your quote. If you would like to keep any old equipment or material that will be removed as part of any installation work ordered, you must let the appointed engineer know on the day of install. Any water storage tanks in the loft which are decommissioned as part of the work will be left in place unless the engineer is requested to remove them whilst on site. If requested by you at least 14 days in advance, we will organise a skip for removal of all materials at cost price.

8. PRODUCT USE

- 8.1. **Our Products must only be used as intended & in accordance with the manufacturer's instructions.** Failure to do so may invalidate your guarantee. Details of our guarantee can be found at <u>www.tepeo.com/terms</u>
- 8.2. **Our Products require a working internet connection** to function as intended and it is your responsibility to ensure that a suitable connection is available during and after installation. We will not be responsible for any faults or failures which result from poor or inadequate internet connection.
- 8.3. **To get the full set of functionality from the ZEB, you will need access to the tepeo app.** To use the app, you will need an Android or iOS device with an up to date operating system, with internet access. You will also need to download the tepeo app and keep it updated to the latest version if you want to monitor and/or control your tepeo products via the tepeo app. Full terms of use for the tepeo app can be found at <u>www.tepeo.com/terms</u>



9. PRICE AND PAYMENTS

- 9.1. **Payment before delivery.** Payment of cleared funds is required prior to delivery and/or installation of goods.
- 9.2. **VAT.** All the prices displayed by the Company include VAT unless otherwise stated.
- 9.3. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC 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. CANCELLATION

- 10.1. **When you can cancel.** You have a right to cancel this contract within 14 days of delivery of the ZEB without giving any reason, by emailing <u>customer.service@tepeo.com</u>, provided the following conditions are satisfied;
 - 10.1.1. **If you have purchased the ZEB but not installation services:** You can change your mind about the ZEB within 14 days of delivery, so long as you have not installed the ZEB before the end of that 14 day period. If you have installed the ZEB before the end of the 14 day period you will lose your right to cancel.
 - 10.1.2. **If you have purchased the ZEB with installation services:** You can change your mind about the ZEB in accordance with paragraph 10.1.1 above. You can change your mind about the installation services up to 48 hours before your installation appointment.
- 10.2. **How to cancel.** You must tell us that you have changed your mind by sending an email to <u>customer.service@tepeo.com</u>. Any email sent intended to serve as your statement of cancellation should be clear and unambiguous. You may use the following style of wording although this is not obligatory:

"I/we hereby give notice of cancellation for the contract number [insert contract number] for the supply of [item you wish to cancel] to [property address]. Signed [insert your name]."

10.3. **Collection of products.** Where you change your mind about the ZEB after delivery, we will contact you to arrange return of the ZEB. You can return the ZEB at your own cost and ensuring safe packaging, storage in transit and delivery to our distribution centre (630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP), or we can collect the ZEB. If we arrange to collect the ZEB we may charge you reasonable costs to do so.

11. YOUR RIGHTS TO END THE CONTRACT

Your rights to end your contract with us will depend on what you have bought, whether there is something wrong with it, how we are performing our obligations, and when you make the decision that you want to end the contract:



- **11.1. Changing your mind.** If you have changed your mind, you can cancel in accordance with section 10 above.
- **11.2. If what you have bought is faulty or misdescribed:** you may have a legal right to end the contract or to have the service re-performed. Your key legal rights are as follows:
 - **11.2.1. In respect of goods you purchase from us**, they must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product, your key legal rights entitle you to the following but please also refer to our product guarantee which gives you additional rights:
 - (a) Up to 30 days: if your goods are faulty you can get an immediate refund;
 - (b) Up to 6 months: if your goods can't be repaired or replaced then you are entitled to a full refund;
 - (c) Up to six years: if your goods do not last a reasonable length of time you may be entitled some money back.

11.2.2. In respect of services you purchase from us:

- (a) You can ask us to repeat or fix a service if we do not carry it out with reasonable care and skill, or you can get some money back if we can't fix it.
- (b) If we perform services without agreeing a price beforehand, what we ask you to pay must be reasonable;
- (c) If we haven't agreed a time for performance of the services when you pay for them, they must be carried out within a reasonable time.
- **11.2.3.** In relation to digital content we provide (for example, via our app), the content must be as described, fit for purpose and of satisfactory quality:
 - (a) If your digital content is faulty, you are entitled to a repair or replacement;
 - (b) If the fault can't be fixed, or if it hasn't' been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back;
 - (c) If you can show a fault with the digital content has damaged your device and we didn't use reasonable care and skill, you may be entitled to a repair or compensation.
- **11.3.** If you want to end the contract because of something we have done or told you we are going to do. If you are ending the contract for any of the following reasons, the contract will end immediately and we will refund you for any products or services that have not been provided and you may also be entitled to compensation:
 - (a) We have told you about an upcoming change that will significantly affect your use of the products or services (see section 3.3) and you do not agree with that change.
 - (b) We have told you about an error in the price or description of the product or services you have ordered and you do not wish to proceed.
 - (c) There is a risk that delivery may be significantly delayed (except where the delay has been caused by you) (see section 5).



11.4. Changing your mind: if you have changed your mind, you may be able to cancel and get a refund if you are within the 'cooling off' period (See section 10). Outside of this, if we are not at fault there is no right to change your mind.

12. OUR RIGHTS TO END THE CONTRACT

- 12.1. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
 - (a) you do not make a payment to us when it is due.
 - (b) You do not, within a reasonable time of us asking, provide us with information that is necessary for us to provide the products or services.
 - (c) You do not, within a reasonable time, allow us to deliver the products to you and/or access your premises as described in sections 5 and 6.
- 12.2. **You must compensate us if you break the contract:** if we end the contract for the reasons described in section 12.1, we will refund any money you have paid us in advance for goods or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we incur as a result of you breaking the contract.
- 12.3. We may withdraw the product at any time. We may write to you to tell you that we are going to stop providing the products. We will let you know at least [14 days] in advance and we will refund any sums you have paid in advance for goods or services not received.

13. GUARANTEES AND WARRANTIES:

Full details of the guarantees we offer can be found at <u>www.tepeo.com/terms</u>.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1. We are responsible for any foreseeable loss and damage caused by us. Where we have caused you foreseeable loss and damage by breaking this contract or by failing to use reasonable care and skill we will compensate you. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if both we and you knew that it might happen at the time this contract was made (for example, if you discussed it with us during the sales process).
- 14.2. We do not exclude or limit our responsibility to you where it would be unlawful to do so. This means we do not exclude or limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation, or for breach of your legal rights in relation to the products (including the right to receive products which are: as described, and match information we provided to you, of satisfactory quality, fit for any particular purpose made known to us, supplied with reasonable skill and care and, where installed by us, correctly installed as described in section 7, and for defective products under the Consumer Protection Act 1987).

15. OTHER IMPORTANT TERMS

15.1. **We may transfer this agreement to someone else:** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the



contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for goods or services not provided.

- 15.2. You need our consent to transfer your rights to someone else. You can transfer our guarantees, although certain conditions apply (please see the terms of your guarantee). However, you need our written consent to transfer this contract.
- 15.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms except in respect of the guarantee. Neither or us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4. **If a court finds any part of this contract illegal, the rest will continue.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16. PRIVACY

We collect and process your personal data in accordance with our privacy notice which can be found at: <u>www.tepeo.com/privacy-policy</u>.