



End User Licence Terms

March 2026



Introduction

These End User Licence Terms (these "Terms") govern Your access to and use of the Services and Documentation. You are required to accept these Terms prior to You otherwise accessing the Services.

Are you a consumer or acting on behalf of a business?

You will have different rights under these Terms depending on whether You are a consumer or a business. You are a consumer if:

- You are an individual; and
- You are using the Services and Documentation wholly or mainly for Your personal use (not for use in connection with a trade, business, craft or profession).

Clauses which are specific only to businesses are in **ORANGE** and clauses which are specific only to consumers are in **GREEN**. All other clauses apply to both businesses and consumers.

Acceptance of these terms

If You are acting on behalf of a business then the business is the "Customer" for the purposes of these Terms and by accepting these Terms, You confirm that the business agrees to these Terms which will bind the business and that You have authority to bind the business on whose behalf You are accepting these Terms. If the business does not agree to these Terms, then the business (including its employees, officers, contractors, subcontractors, representatives and/or advisers) may not use the Services.

If You are a consumer then You are the "Customer" for the purposes of these Terms and accepting these Terms, You agree to these Terms which will bind You. If You do not agree to these Terms, then You may not use the Services.

Interpretation

- References to a clause are (unless otherwise stated) to a clause of these Terms.
- The headings used in these Terms are for convenience only and shall not affect their meaning.
- Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, provided that in the case of modifications or re-enactments made after the date of an Agreement the same shall not have effected a substantive change to that provision.
- Any obligation on a party not to do something includes an obligation not to allow that thing to be done. **Without prejudice to the foregoing, where the Customer is**



a business, the Customer is responsible and liable for ensuring that its employees, officers, contractors, subcontractors, representatives and advisers also comply with these Terms.

- Where the Customer is a business, the rights provided under these Terms are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

The following expressions shall have the following meanings in these Terms:

Authentication Credentials means account usernames and passwords and other means of user identification which may be provided by the Supplier to the Customer.

Change in Law means any change in any law (including but not limited to any statute, regulation and/or industry rules and including in relation to tax) of England and Wales, the United Kingdom (or any part thereof) or the European Union which is legally binding on the Supplier and/or the Customer and which relates to the Supplier's and/or the Customer's obligations under these Terms.

Controller has the meaning given in the UK GDPR.

Customer has the meaning given to it under the heading "Acceptance of these terms" above.

Customer Data means all data and information concerning the Customer, their Device and their use of the Services which is collected and/or processed by the Supplier, including the Customer Personal Data.

Customer Personal Data means the personal data collected and/or processed by the Supplier in connection with these Terms.

Device means the "Levelise Hub" device, connecting the Customer's battery storage system, solar installation and other hardware to the Services.

Device Software means the software embedded in a Device and which may have been modified to meet the specifications of a Device (including its operating system and any Device management software). References to Device Software in these Terms shall be taken to include as it is updated from time to time by New Releases.

Data Protection Legislation means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the Effective Date or as re-enacted, applied, amended, superseded, repealed or consolidated, including without



limitation the UK Data Protection Act 2018, the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419), the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, directions and orders issued from time to time under or in connection with any such law.

Documentation means the specification and technical and user documentation for the Device and Services made available to the Customer by the Supplier, as updated from time to time.

Effective Date means date that the Customer first accesses the Services.

Flexibility Agreement means the Flexibility agreement entered into between the Supplier and the Customer.

Intellectual Property Rights means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade dress, trade names and service marks, goodwill and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

New Releases means any releases of updated versions of the Device Software made available to the Customer after the Effective Date and which may be (i) automatically deployed to devices or (ii) deployed using a device management tool. In the case of (i), the latest version will always be deployed.

Open Source Software means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at www.gnu.org).

Parties means the Supplier and the Customer, with each individually being a **Party**.

Personal Data has the meaning given in UK GDPR.

SaaS Software means the online software applications (including as provided for use on mobile devices, including smartphones and tablets) provided as part of the Services.

SEC means the Smart Energy Code, as made available via the website www.smartenergycodecompany.co.uk (and as updated or amended from time to time).



Services means both the Software and associated services provided to the Customer via the Software.

Software means the Device Software and SaaS Software.

Supplier means LEVELISE LIMITED, a company incorporated in England and Wales with registered number 10653159 whose registered office is at Synergy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, England, IP30 9UP.

Supplier App means the Supplier's mobile application available at the Apple App Store or Google Play Store (App Store).

Supplier Website means the website made available at "www.levelise.com", as updated or amended from time to time.

Supplier's Affiliates means (i) any of the Supplier's parent undertakings and (ii) any subsidiary undertaking of the Supplier or of its parent undertakings and the expressions 'parent undertaking' and 'subsidiary undertaking' shall have the same meaning as they have in the Companies Act 2006.

Territory means the United Kingdom.

Viruses means any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

You/Your means the individual accepting these Terms.

Supplier's responsibilities

1. Subject to these Terms, the Supplier shall use commercially reasonable endeavours to make the Services and Documentation available to the Customer on a non-exclusive, non-transferable basis for as long as the Customer is authorised to use the Device.
2. Subject to clause 9, the Supplier warrants that that the Services will substantially conform in all material respects to the Documentation. If the Services do not conform with the foregoing warranty, the Supplier will, at its sole discretion and expense, use all reasonable commercial endeavours to correct any such non-



conformance, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or refund or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty in this clause 2. The warranty in this clause 2 shall not apply to the extent that the defect or fault in the Services results from the Customer having used the Device, Services and/or Documentation in breach of these Terms.

3. The Supplier shall be entitled to change the Services and/or Documentation unless such changes determine, directly or indirectly, a material reduction of the functionalities or characteristics of the Services as originally provided at the Effective Date. The Supplier shall be entitled at any time to change or update the Services and/or Documentation: (i) in case of improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; (ii) to cure security vulnerabilities; and/or (iii) due to the application of any new laws, regulations, acts or orders of the authorities.
4. The Supplier accepts no responsibility for use of the Services contrary to the Supplier's instructions (including the Documentation) or these Terms. The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Customer use of the services

5. The Customer is granted a limited, non-exclusive, non-transferable, revocable: (i) licence to use the Device Software (as embedded in a Device); and (ii) right to use the Services and Documentation, in each case solely in the Territory and solely in relation to the operation of the Customer's own Device in accordance with these Terms.
6. The Customer shall not:
 - 6.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:



- a) attempt to copy, modify, duplicate, frame, mirror, republish, download, display, transmit, distribute or otherwise create derivative works from all or any portion of the Services or Documentation (as applicable) in any form or media or by any means. Any such unauthorised works developed by the Customer, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of one or more of the Supplier's licensors and the Customer hereby holds any such works and Intellectual Property Rights on trust for the applicable Supplier licensor and agrees to assign all its rights, title and interest in and to such works and Intellectual Property Rights to the applicable Supplier licensor (and shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to such assignment). In the meantime, the applicable Supplier licensor is hereby granted exclusive rights to use such works and/or Intellectual Property Rights to the widest extent lawfully possible;
 - b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (including creating or attempting to create the source code from the object code) all or any part of the Services in any manner unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Services with an independently created computer program and the Customer has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be: (i) used for purposes other than to achieve interoperability; (ii) given to third parties, unless this is necessary to establish interoperability; or (iii) used for the development, creation or marketing of programs similar to the Services;
- 6.2. access all or any part of the Services or Documentation in order to build a product or service which competes with the Services or Documentation;
 - 6.3. use the Services or Documentation to provide services to third parties;
 - 6.4. subject to clause 43, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Documentation available to any third party; or
 - 6.5. attempt to obtain, or assist third parties in obtaining, access to the Services or Documentation, other than as provided under this clause 6.
7. The Customer shall not use the Services and/or the Documentation to access, store, publish, disseminate, distribute or transmit any Viruses or any material which:
- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit images;
 - d) promotes unlawful violence;



- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f) is otherwise illegal or causes damage or injury to any person or property,

and the Customer shall implement appropriate procedures to prevent such distribution or transmission. The Supplier reserves the right to disable the Customer's access to the Services and/or Documentation for the duration of time that a breach of this clause 7 remains unremedied.

8. The Customer shall:
 - a) comply with all applicable laws and regulations with respect to its activities or in connection with these Terms;
 - b) keep any Authentication Credentials secure and confidential;
 - c) only access and use the Services and Documentation in accordance with these Terms;
 - d) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier;
 - e) permit the Supplier to audit the Customer's use of the Services using technical and other means, including through embedding technology within the Services;
 - f) make these Terms available to any tenants having access to the Services or Device;
 - g) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's systems, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. The Customer acknowledges that the Software utilises and/or incorporates Open Source Software. Any such Open Source Software may be used according to the terms and conditions of the specific licence under which the relevant Open Source Software is distributed but, notwithstanding anything to the contrary in this Agreement, is provided by the Company "as is".

10. The Services are applied for as subscriptions and subject to restrictions contained in the Documentation. The Customer agrees and acknowledges that the Supplier may require Authorised Users to agree to the Supplier's privacy policy as part of the sign-up process and prior to the provision of Authentication Credentials.



Customer data

11. The Customer consents to the Supplier collecting data from the Customer, Device and/or third parties in connection with the Customer's use of the Device. To the extent that this data constitutes Personal Data, it shall be handled in accordance with these clauses.
12. Without prejudice to the generality of clause 11, the following information may be requested from the Device on a daily or more frequent basis:
 - a) energy consumption & generation information for both gas and electricity (where available);
 - b) energy tariff information containing information of the price the Customer is charged for energy consumed; and
 - c) information identifying the energy meter (number, location, type).
13. The granularity of the data referred to in these clauses is of 30-minute intervals, unless otherwise stated in the SEC.
14. The Customer may withdraw consent to the collection of data pursuant to this clause 4 at any time by emailing the Supplier on support@levelise.com or by contacting the Supplier through the Supplier App, acknowledging, however, that if the Customer withdraws its consent, the Customer may no longer be eligible to receive grid services pursuant to any Flexibility Agreement.
15. n3rgy data service (<https://.n3rgy.com>) is used by the Supplier to interface with the national smart meter systems in order to collect, store, manage and share with the Supplier the Customer's Smart Meter data. This service uses the Smart Energy Code (<https://smartenergycodecompany.co.uk/>), Party credentials and Party ID of its parent, N3RGY LIMITED, incorporated and registered in England and Wales with the company number 11203504 whose registered office is at 4 Ovington Drive, Fleet, United Kingdom, GU51 1DF.
16. The data that is generated, collected, processed or stored as part of the Services may include the Customer's Personal Data and will be shared between and accessible by the Supplier and the Supplier's Affiliates, each of which shall be independent Controllers of such Personal Data for the purposes of the Data Protection Legislation.
17. The Supplier and the Supplier's Affiliates are committed to protecting privacy and to complying with the Data Protection Legislation. Information regarding matters such



as: (i) the purposes for which Personal Data will be processed in connection with these Terms; (ii) the Customer's rights with respect to the processing of Personal Data by each of these entities; and (iii) the means via which the Customer may contact the Supplier and the Supplier's Affiliates with respect to the processing of Personal Data, may be found in the privacy notices made available via the Supplier Website. The Supplier and the Supplier's Affiliates will only use Personal Data in accordance with the Supplier's (customer) privacy notice.

18. Subject to clause 19, Personal Data will be retained only for as long as is necessary to fulfil the purpose for which it was collected or otherwise obtained. Generally, this means that Personal Data will be retained for at least 12 months from the date on which it is collected (however, in some circumstances data may be retained for longer than 12 months, including where this is necessary for compliance by the Supplier and/or the Supplier's Affiliates with their respective legal and/or regulatory obligations).
19. The Customer acknowledges and agrees that each of the Supplier and the Supplier's Affiliates may anonymize and aggregate any Personal Data that is collected about the Customer in connection with these Terms (such that it no longer constitutes Personal Data or can otherwise be associated with the Customer) and may use and retain such data for their respective internal business purposes on an ongoing basis.

Proprietary rights

20. The Customer acknowledges that all Intellectual Property Rights in the Services and Documentation belong to the Supplier and/or its licensors and that rights in the Services and Documentation are licensed (not sold) to the Customer. Except as expressly stated in these Terms, nothing in these Terms shall operate so as to transfer or assign or grant any other rights or licences to any Intellectual Property Rights in the Services or Documentation.
21. The Supplier shall own any suggestions, enhancement requests, recommendations, improvements or other feedback provided by or on behalf of the Customer relating to the Services or Documentation.
22. The Customer acknowledges that it has no right to have access to any Software in source code form.
23. The Customer shall not remove, delete, cover, obscure or in any manner alter the



trademarks or trade dress or other Intellectual Property Rights notices appearing on any Device or the Documentation.

Limitation of liability

Where the Customer is a business

24. Clauses 25 to 27 set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other:
- a) arising under or in connection with these Terms;
 - b) in respect of any use made by the Customer of the Services or Documentation or any part of them; and
 - c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
25. Except as expressly and specifically provided in these Terms:
- a) the Customer assumes sole responsibility for results obtained from its use of the Services or Documentation, and for conclusions drawn from such use;
 - b) the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
 - d) the Services and Documentation are provided to the Customer on an "as is" basis.
26. Nothing in these Terms excludes the liability of either party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or for any liability which cannot, by law, be limited or excluded.
27. Subject to clauses 25 and 26:
- a) neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, in each case whether direct or indirect, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and



- b) the Supplier's maximum total aggregate liability in contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with these Terms in each calendar year shall be limited to the higher of a) the amount paid by the Customer to the Supplier for delivering the Services during the preceding 12 month period, and b) the recommended retail price of the Device, excluding any installation cost.

Where the Customer is a consumer

28. The Supplier is responsible to the Customer for foreseeable loss and damage caused by the Supplier. If the Supplier fails to comply with these Terms, the Supplier is responsible for loss or damage the Customer suffers that is a foreseeable result of the Supplier breaking these Terms or the Supplier's failing to use reasonable care and skill, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the Effective Date, both parties knew it might happen.
29. If defective digital content that the Supplier provides damages a device or digital content belonging to the Customer, the Supplier will either repair the damage or pay the Customer compensation. However, the Supplier will not be liable for damage that the Customer could have avoided by following the Supplier's advice to apply an update offered free of charge or for damage that was caused by the Customer failing to correctly follow installation instructions or to have in place the minimum system requirements advised by the Supplier.
30. The Customer acknowledges that the Services and Documentation have not been developed to meet the Customer's individual requirements, and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Services as described in the Documentation meet the Customer's requirements.
31. The Supplier does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. Nothing in these Terms excludes the Supplier's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or for any other liability which cannot, by law, be limited or excluded.
32. Subject to clause 31, the Supplier's maximum total aggregate liability in contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or



otherwise, arising under or in connection with these Terms in each calendar year shall be limited to the higher of a) the amount paid by the Customer to the Supplier for delivering the Services during the preceding 12 month period, and b) the recommended retail price of the Device, excluding any installation cost.

General

33. Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under an Agreement for a continuous period of two calendar months then either party may terminate these Terms immediately by providing notice to the other party.
34. The provisions of these Terms and the rights and remedies of the parties under it are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity. No exercise by a party of any one right or remedy under these Terms, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

Termination

The Customer acknowledges that the termination of these Terms for any reason whatsoever shall permit the Customer and/or the Supplier to immediately terminate any Flexibility Agreement in place between the Supplier and the Customer.

Termination by the Customer

35. These Terms shall apply to the Customer for so long as the Customer uses or otherwise accesses the Services.
36. The Customer has the right to cancel these Terms and its relationship with the Supplier within 14 days of the Customer's agreement to these Terms by emailing the Supplier on support@levelise.com requesting such cancellation or by contacting the Supplier through the Supplier App.
37. The Customer shall be entitled to terminate these Terms immediately (on



providing written notice to this effect) in the following circumstances:

- a) if the Supplier commits a material breach which has not been remedied within 14 days of the Customer's written notice to the Supplier to remedy such material breach;
- b) the Supplier goes into liquidation or a receiver or an administrator is appointed over its assets;
- c) the Supplier has been prevented from performing its obligations due an event outside its control for a continuous period of two calendar months;
- d) if the Supplier varies these Terms without the Customer's prior consent under clause 44 and the Customer is opposed to any such variations; and/or
- e) the Flexibility Agreement in place between the Supplier and the Customer is terminated for any reason whatsoever.

Termination or Suspension by the Supplier

38. The Supplier must give at least two calendar months' notice to the Customer before terminating these Terms. Notwithstanding this, the Supplier shall be entitled to terminate these Terms immediately (on providing written notice to this effect) in the following circumstances:

- a) if the Customer commits a material breach which has not been remedied within 14 days of the Supplier's written notice to the Customer to remedy such material breach;
- b) where the Customer is a business, the Customer goes into liquidation or a receiver or an administrator is appointed over its assets;
- c) where the Customer is a consumer, the Customer is unable to pay its debts as they fall due or are declared bankrupt;
- d) the Supplier has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months;
- e) if there is a Change in Law; and/or
- f) the Flexibility Agreement in place between the Supplier and the Customer is terminated for any reason whatsoever.

39. The Supplier may suspend the Customer's access to the Services if the Supplier has reasonable evidence that:

- a) the Customer's use of the Services poses possible serious risks to the Supplier's (or its suppliers' or licensors') systems or the Services; or
- b) the Customer is using or has used the Services in breach of these Terms.

in which case the Supplier will provide the Customer with advance notice of such suspension when reasonably practicable (which shall not include matters of urgency or emergency).



Consequences of Termination

40. Upon termination of these Terms for any reason:
- a) all rights (including licences to use the Device Software and rights to use the Services and Documentation) and obligations of the parties under these Terms shall immediately terminate;
 - b) the Customer must immediately cease all activities authorised by these Terms.
41. Termination of these Terms:
- a) by the Supplier shall not affect any rights and obligations which may have accrued to the Supplier and the Customer prior to the Supplier's termination of these Terms; and
 - b) by the Customer shall not affect any rights and obligations which may have accrued to the Customer and the Supplier prior to the Customer's termination of these Terms.

General provisions

42. All notices required under these Terms shall be given by email and/or via the Supplier App. The Customer can also submit a query in relation to these Terms by emailing support@levelise.com. The Supplier's address and telephone numbers are set out in its website at <https://www.levelise.com/contact-us>.
43. The Supplier shall be entitled to transfer its rights and obligations, or sub-contract any of its obligations, under these Terms to any person (including any of the Supplier's Affiliates) without having to obtain the Customer's prior consent. The Customer may not transfer its rights and obligations under these Terms to any other person without the Supplier's prior written consent.
44. The Supplier shall be entitled to vary these Terms without the Customer's prior written consent. If the Supplier makes changes to these Terms that are disadvantageous to the Customer, the Supplier will give the Customer 30 days' notice of such changes, following notice of which the Customer may terminate these Terms under clause 37d).
45. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.



46. These Terms form the entire agreement between the Supplier and the Customer and all prior agreements are superseded by these Terms. Each party confirms it is not relying on any oral representations or warranties of the other party except as set out in these Terms.

47. The parties do not intend these Terms or any part of them to be enforceable by virtue of the Rights of Third Parties Act by any person who is not a party to these Terms, but this shall not affect any other right or remedy of a third party that is available or exists apart from the Rights of Third Parties Act.

48. If the Supplier fails at any time while these Terms are in force to insist that the Customer performs any of its obligations under these Terms or if it does not exercise any of its rights or remedies under these Terms, that will not mean that it has waived such rights or remedies and will not mean that the Customer does not have to comply with those obligations. If the Supplier waives a default by the Customer, that will not mean that it automatically waives any subsequent default by the Customer. No waiver by the Supplier of any provision of these Terms shall be effective unless it expressly says that it is a waiver and tells the Customer so in writing.

49. Where the Customer is a business, these Terms shall be governed by the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

50. Where the Customer is a consumer, these Terms shall be governed by the laws of England and Wales, and the Customer can bring legal proceedings in respect of these Terms in the English or Welsh courts. If the Customer lives in Scotland, the Customer can bring legal proceedings in respect of these Terms in either the Scottish or the English or Welsh courts. If the Customer lives in Northern Ireland, the Customer can bring legal proceedings in respect of these Terms in either the Northern Irish or the English or Welsh courts.

