

FSC Booking Conditions (version 12 October 2018)

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1. DEFINITIONS

Arrival Date and Departure Date

The arrival and departure date specified in the Booking Agreement or such other date as may be agreed in writing by FSC.

Customer Information Document

The standards of behaviour required of all Participants and any person visiting the Centres, as described in the Customer Information document published on the FSC website at <https://www.field-studies-council.org/about/customer-information.aspx> –and any additional guidance for Group Leaders relating standards of behaviour for Participants issued by FSC from time to time.

Booking

The reservation made by the Customer and accepted by FSC in accordance with these Conditions, details of which are set out in the Booking Agreement.

Booking Agreement

The document setting out the details of the agreement relating to the Booking between the Customer and FSC.

Booking Confirmation

FSC's written confirmation of Booking on receipt of the Holding Deposit.

Booking Price

The price set out in the Booking Agreement or as otherwise confirmed in writing by FSC and refers to the total value of the Course Booking (excluding sundry charges). This may be amended in order to reflect changes notified by the Customer and agreed in writing by FSC.

Cancellation Charges

The cancellation charges payable by the Customer calculated as set out in Condition 6.4.

Centre

The FSC Centre detailed in the Booking Agreement or any such alternative or substituted centre as may be confirmed in writing by FSC in accordance with these Conditions.

Centre Hire

Accommodation only Booking, that may involve exclusive use of the Centre and its facilities.

Conditions

The terms and conditions set out in this document.

Consumer

Has the meaning given in Condition 2.3.

Contract

The contract between FSC and the Customer for the Booking, incorporating these Conditions and any special terms and conditions agreed in writing between FSC and the Customer.

Course

The course, event or programme of study, details of which are set out in the Booking Agreement or otherwise agreed in writing by FSC (or any substituted event).

Customer

The individual, firm, company, group or school identified in the Booking Agreement whose Booking is accepted by FSC in accordance with the Conditions.

Damage Deposit

The Deposit in accordance with Condition 5.2.3(c).

Deposit(s)

The Holding Deposit, the Interim Deposit, the Damage Deposit and any other deposit identified in the Booking Agreement.

Force Majeure Event:

Has the meaning given in Condition 10.

Group Booking

A Booking other than an Individual Booking (including schools, universities or other organisations that book as a collective).

Group Leader(s)

Any person(s) identified by the Customer as responsible for organising attendance of Participant(s) in respect of the Course as identified in the Booking Agreement or as notified to FSC in writing by the Customer.

Holding Deposit

Individual booking - £200 or the full value of the course, whichever is the lower

Group Booking - 15% of the Booking Price subject to minimum amounts detailed below:

- (a) Residential courses - £500;
- (b) Non-residential courses - £150 per taught class

Individual Booking

A Booking made by a Consumer (eg. Participants on *Individual and Family* or a Booking for our individual *Professional* courses).

Interim Deposit

An amount equivalent to the total Participant Fee for the Booking.

Minimum Number

The minimum number of Participants for a Group Booking as set out in the Booking Agreement.

Participant(s)

Those person(s) whose attendance in respect of the Course are included in the Booking Agreement or whose attendance is otherwise notified to FSC in accordance with these Conditions. In the case of schools (or similar), this may be attending students and teachers.

Participant Fee

£50 per Participant or such other amount as specified in the Booking Agreement.

Payment Schedule

The payment schedule set out in the Booking Agreement or (where no such payment schedule has been provided) payment to be made as set out in Condition 5.2.

In these Conditions:

- references to '**you**' and '**your**' are references to the Customer (and the Customer's employees, agents and authorised representatives, as applicable); and
- references to '**we**' '**our**' and '**us**' are references to FSC, its employees, agents and authorised representatives.

2. CONDITIONS APPLICABLE

2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions.

2.2 Please read these Conditions carefully before you submit your Booking or pay the Holding Deposit. These Conditions tell you who we are, how we will provide services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions please contact us to discuss.

2.3 In some areas you will have different rights under these Conditions depending on whether you are a business or Consumer. You are a "**Consumer**" if you are an individual and you are making the Booking wholly or mainly for your personal use or on behalf of your family or on behalf of yourself and other individuals (but not for use in connection with your or their trade, business, craft or profession).

2.4 Any representations made by FSC's employees or agents concerning the Booking or the Course will not be incorporated into the Contract unless confirmed in writing by FSC, and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.5 For the avoidance of doubt the Contract is between the Customer and FSC and any claim for non-payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Participant(s) for receipt of Deposits and any other payments due in connection with the Booking.

3. COURSE, PRICING AND CENTRE INFORMATION

3.1 Prices are published in good faith. FSC reserves the right to amend published price bands. Provided that once the Contract has been formed in accordance with Condition 4.3, the Booking Price set out in the Booking Agreement shall apply, subject to any changes agreed in writing by FSC in accordance with these Conditions.

3.2 Any quotation given by FSC is not a binding offer and may be withdrawn at any time prior to formation of the Contract in accordance with these Conditions and in any event shall lapse after 28 days.

3.3 The details published in various brochures and leaflets are compiled from information, which to the best of FSC's knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by FSC shall be subject to correction without any liability on the part of FSC. In the event that FSC becomes aware that any information contained within such materials is or has become inaccurate, FSC will use reasonable endeavours to bring this to the attention of the Customer.

3.4 Photographs are used to give an idea of the course programmes at the Centre but may not necessarily have been taken there.

4. BOOKING PROCEDURES & CONTRACT FORMATION

4.1 FSC shall generate a Booking Agreement in response to a Booking enquiry made by the Customer whether by submission of an enquiry form or by other written or oral enquiry received from the Customer. The Booking Agreement shall be deemed to be an offer made by FSC to the Customer to enter into a Contract upon the terms thereof which may be withdrawn at any time prior to acceptance and which shall in any event be deemed to expire, unless accepted in accordance with Conditions 4.2 and 4.3, prior to the date stated thereon.

4.2 The Customer must not alter the Booking Agreement or any documentation issued by FSC in respect of any Booking. Any such alteration will be deemed as a rejection of the offer by FSC and will be treated as a new request for Booking. Any alteration required to any Booking Agreement provided by FSC must be notified to FSC as soon as possible and prior to the signing of the Booking Agreement and in the event FSC is able to satisfy the Customer's requirements FSC shall send to the Customer a revised Booking Agreement.

4.3 The Customer acknowledges that once the Holding Deposit has been paid or the Booking Agreement has been signed by the Customer (or by a Group Leader on behalf of the Customer) and returned to FSC, whichever is the earlier, a binding Contract will immediately come into force between the Customer and FSC. If the Booking Agreement has been signed in accordance with this Condition the Customer will be liable for all payments under that Contract in accordance with the Payment Schedule.

4.4 The Customer warrants that the Group Leader(s) are authorised to sign the Booking Agreement and to act on behalf of the Customer in respect of any Booking.

4.5 The Customer shall (or shall procure that the Group Leader (s) shall) obtain the express authority of each Participant for their attendance at the Centre in respect of the Course. The Customer (or the Group Leader(s), as applicable) must ensure that each Participant is made aware of and complies with the relevant Conditions enclosed within this document and agrees to abide by the Customer Information document.

4.6 Once the Booking has been accepted in accordance with Condition 4.3, any amendment to Course dates made less than six months prior to the Arrival Date will be treated as a cancellation and any Deposits forfeited (see Condition 6.4).

5. BOOKING PRICE AND PAYMENT SCHEDULE

5.1 Where the Booking Price is less than the minimum Holding Deposit then full payment of the Booking Price is required to secure the Booking. All Bookings are considered provisional until receipt of the Holding Deposit or the Booking Price (as applicable).

5.2 The Customer must pay the Deposits and the Booking Price in accordance with the Payment Schedule. FSC shall endeavour to send payment reminders but the Customer must ensure that payments are made by the relevant due dates.

5.2.1 **For Individual Bookings** the Payment Schedule is as follows:

- (a) **The Holding Deposit** - is payable on making the Booking. If the Holding Deposit is not paid, the Booking will not be confirmed and no binding Contract will exist.
- (b) **Balance of Booking Price** - must be paid not less than 28 days prior to the Arrival Date.

5.2.2 **For Group Bookings** - where the Booking is made 56 days or less prior to the Arrival Date the Booking Price must be paid in full at the time of Booking. Otherwise, the Payment Schedule is as follows:

- (a) **Holding Deposit** – is payable on making the Booking. Subject to Condition 4.3, if the Holding Deposit is not paid the Booking will not be confirmed and no binding Contract will exist.
- (b) **Interim Deposit** – if the Booking is made less than six months but more than 56 days prior to the Arrival Date the Holding Deposit and the Interim Deposit must be paid at the time of Booking. For Bookings made more than six months in advance of the Arrival Date the Interim Deposit is payable not less than six months prior to the Arrival Date, provided that if the Interim Deposit is greater than the balance of the Booking Price. This payment may be held over until the balance of the Booking Price is due.
- (c) **Balance of Booking Price** - must be paid not less than 56 days prior to the Arrival Date.

5.2.3 **For Centre Hire** where the Booking is made 56 days or less prior to the Arrival Date the Booking Price must be paid in full at the time of Booking. Otherwise, the Payment Schedule is as follows:

- (a) **Holding Deposit** – is payable on making the Booking. Subject to Condition 4.3, if the Holding Deposit is not paid, the Booking will not be confirmed and no binding Contract will exist.
- (b) **Interim Deposit** – if the Booking is made less than six months but more than 56 days prior to the Arrival Date the Holding Deposit and the Interim Deposit must be paid at the time of Booking. For Bookings made more than six months in advance of the Arrival Date the Interim Deposit is payable not less than six months prior to the Arrival Date, provided that the Interim Deposit is greater than the balance of the Booking Price. This payment may be held over until the balance of the Booking Price is due or if the balance due is less than the amount of the Interim Deposit.
- (c) **Damage deposit** – we may ask you for a refundable deposit to be held in case of damage to the Centre buildings, fixtures and fittings other than allowing for normal wear and tear. We will hold this for a period of 28 days after the Departure Date.
- (d) **Balance of Booking Price** - must be paid not less than 56 days prior to the Arrival Date.

5.3 Time is of the essence for all payments by the Customer to FSC. If any payment is not made in accordance with the Payment Schedule, FSC may treat the Booking as cancelled and apply the applicable Cancellation Charge.

5.4 Unless otherwise provided in these Conditions, or agreed in writing by FSC, all Deposits are non-refundable.

5.5 If at any time before the Arrival Date FSC deems it necessary to increase the Booking Price to give effect to any increase in cost to FSC in providing the Course or services (including any increase in the rate of VAT applicable) written notice of any such increase to the Booking Price shall be given to the Customer. If the Customer does not accept such increase, the Customer may cancel the Contract within 14 days of receipt of such notice and FSC shall refund in full all sums already paid in respect of the Booking (excluding interest). If the Customer does not cancel the Contract in writing within 14 days of receipt of the above notice, the increased Booking Price shall be deemed to be accepted and the Contract varied accordingly.

5.6 Notwithstanding the provisions of Condition 5.5 above, any increase in the cost to FSC which is a result of any change requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to FSC adequate information or instructions shall not entitle the Customer to cancel the Contract and shall be dealt with in accordance with Condition 6.

5.7 If the Customer fails to make payment in accordance with the Payment Schedule then, without prejudice to any other right or remedy available to it, FSC may charge the Customer interest at the rate of 3% per annum above Barclays Bank base rate on the Booking Price until payment is made. Charges are calculated per calendar month, a part of a month being treated as a full month.

5.8 Without prejudice to any other right or remedy available to it, where the Booking Price has not been paid in accordance with the Payment Schedule, FSC may cancel the Contract and refuse entry to the Centre without any liability and the Cancellation Charges shall apply calculated from the date at which the Booking Price was due in accordance with the Payment Schedule.

6. CHANGES AND CANCELLATIONS

In this Condition 6, references to actions by the Customer include actions by the Group Leader(s) on behalf for the Customer.

6.1 Once the Contract has been formed in accordance with Condition 4.3, if the Customer wishes to make any alteration to the Booking the requested alteration must be notified to FSC promptly in writing. On receipt of a request for alteration FSC may accept such alteration (subject to any increase in the Booking Price, changes to

the Payment Schedule to reflect the alteration, and any administration charges, where applicable) or reject the alteration, at its sole discretion. FSC will endeavour to accommodate the proposed alteration.

6.2 Prior to requesting any alteration, the Customer must contact the respective FSC Centre to discuss the required alteration. FSC will not accept any alteration to the Booking unless a written request is received from the Customer.

6.3 If FSC accepts the alteration it shall notify the Customer in writing of any increase to the Booking Price and any changes to the Payment Schedule. FSC may charge a reasonable administration charge for any alteration. The Customer shall be liable to pay such increase and charges immediately on receipt of any such notice or in accordance with the revised Payment Schedule, whichever is the earlier.

6.4 If the Customer cancels the Booking in whole, or wishes to reduce the number of Participant(s), the Customer must give written notice of the cancellation or full details of the reduction in number of Participants and the Customer shall be liable for payment of the Cancellation Charges, as follows:

6.4.1 For **Individual Bookings**

- (a) If the Contract has been confirmed in accordance with Condition 4.3, FSC shall retain any Deposit already paid.
- (b) Cancellation with less than 28 days' notice prior to the Arrival Date - the Customer shall pay 100% of the Booking Price.

6.4.2 For **Group Bookings**

- (a) Cancellation with more than 84 days' notice prior to the Arrival Date - FSC shall retain any Deposits already paid.
- (b) Cancellation with between 84-57 days' notice prior to the Arrival Date - the Customer shall pay:
 - 60% of the Booking Price; or
 - (subject to 6.4.2(d)) 60% of the relevant Participant Fee;as applicable.
- (c) Cancellation with 56 or less days' notice prior to the Arrival Date - the Customer shall pay 100% of the Booking Price, or 100% of the relevant Participant Fee, as applicable.
- (d) If the Customer wishes to reduce the number of Participant(s), (subject always to meeting the Minimum Number) the Customer must give written notice of the reduction in number of Participants and the Customer shall be liable for payment of the Cancellation Charges as identified in Condition 6.4.2(b)-(c). Provided that, where the Interim Deposit has already been paid, FSC will refund 40% of the Participant Fee for cancellation in accordance with 6.4.2(b).

6.4.3 For **Centre Hire**

- (a) Cancellation with more than 84 days' notice prior to the Arrival Date - FSC shall retain any Deposits already paid.
- (b) Cancellation with between 84-57 days' notice prior to the Arrival Date - the Customer shall pay 60% of the Booking Price.
- (c) Cancellation with 56 or less days' notice prior to the Arrival Date - the Customer shall pay 100% of the Booking Price.

6.5 The Customer acknowledges and agrees that the Booking will only cover those Participants specified on the Booking Agreement or otherwise agreed in writing with FSC in accordance with these Conditions. Any individual who is not a Participant will not be permitted to engage in any Course or remain at any Centre unless previously agreed in writing and the Customer will be liable for payment of additional charges for any individual other than a Participant who participates or attempts to participate in any Course.

6.6 FSC may make changes to the Booking or the Course which are required to conform with any applicable safety or other statutory requirements which are not of a material nature.

6.7 All itineraries and programmes are subject to alteration due to weather and/or operational factors and FSC may change or substitute the accommodation or other facilities or services included in the Booking for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Price.

6.8 Material changes to the Booking or the Course may be necessary by reasons of prevailing weather conditions, operational considerations and matters beyond the control of FSC (including Force Majeure Events). If a Force Majeure Event occurs, FSC may make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such an event the Customer shall have the following options:

- (a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly; or
- (b) to book a substituted Course with FSC providing a credit for the sums paid by the Customer; or
- (c) to cancel the Booking or such part of the Booking as is affected by the Force Majeure Event with FSC refunding in full all sums paid in respect of the Booking or such part of the Booking as is affected by the material change less any insurance premiums (and excluding interest).

6.9 Without prejudice to any other right or remedy available to it, FSC may cancel the Contract or any part of the Contract as may be determined by FSC without liability if the Customer serves notice (as required in accordance with the Customer Information Document) that any Participant has suffered from or been in contact with persons or animals suffering from infectious or contagious diseases representing any threat to human health in which case the Cancellation Charges shall apply, calculated from the date at which notice of cancellation is given by FSC.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall (and shall procure that the Group Leader(s) shall):

- (a) be responsible at all times for the general conduct of the Participant(s) throughout the stay; and
- (b) ensure that all Participants comply with the Customer Information Document.

7.2 The Customer shall indemnify and keep FSC indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of business, loss of reputation, third party liability and all interest, penalties and legal costs (including reasonable professional costs and expenses)) suffered or incurred by FSC arising out of or in connection with

- (a) any failure by the Customer or Group Leader to comply with this Condition 7; or
- (b) any breach by a Participant of the Customer Information Document.

8. COMPLAINTS

8.1 In the event that the Customer is not satisfied with the Course or services provided by FSC the Customer or Group Leader(s) must immediately notify the FSC Centre manager during the stay and provide FSC with the opportunity to rectify the problem at the time.

8.2 If a problem is not resolved during the Course or the stay, the Customer must notify FSC in writing within 14 calendar days of the Departure Date providing full details of the complaint and FSC will endeavour to find a satisfactory solution.

8.3 For Group Bookings, FSC shall not be liable for any complaint that is not notified to FSC in accordance with this condition 8.

9. LIABILITY

9.1 Nothing in this Condition 9 shall operate to exclude FSC's 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.

9.2 FSC is only responsible for foreseeable loss and damage caused by FSC or its employees, agents and subcontractors. If FSC fails to comply with these terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Booking process.

9.3 FSC shall not be liable for business losses howsoever caused. If you are a Consumer we only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity and our liability is limited to you as set out in this Condition 9.

9.4. Subject to the foregoing, any liability of FSC for any delay in performing or any failure to perform any of FSC's obligations in relation to the Booking shall be limited to the value of the Booking Price.

9.5 Without prejudice to the foregoing, FSC shall not be liable to the Customer or any Participant by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by FSC's negligence or that of FSC's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.

9.6 Except as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.7 The Customer shall indemnify and keep indemnified FSC from and against any and all direct and indirect loss, damage, costs, claims, demands or liability (whether criminal or civil) arising out of any injury or other loss to FSC or its employees, guests, visitors or agents unless FSC is liable for the same under these Conditions.

10. FORCE MAJEURE

FSC shall not be liable for any delay in performing or failure to perform any obligation under the Contract for, or alterations and cancellations due to, any cause beyond FSC's reasonable control including strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of the Contract (a **Force Majeure Event**).

11. SPECIAL REQUESTS

All special requests must be made at the earliest opportunity in writing. FSC will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. FSC cannot guarantee that special

requests will be fulfilled and therefore failure to do so does not constitute a breach of Contract unless such requests have been specifically agreed by FSC in writing.

12. PHOTOGRAPHY AND MARKETING

12.1 At certain times FSC retains professional photographers to take pictures at Centres for use in promotional material. If you or any members of your group do NOT want to appear in any such photography the Group Leader(s) should notify us prior to their visit and advise the customer service manager at the Centre upon arrival.

12.2 FSC uses elements of Customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.

12.3 The Customer shall (or shall procure that the Group Leader shall) ensure that the Participants complete and return any photograph and marketing forms provided by FSC (such forms shall specify whether the Participant does or does not consent to be photographed).

12.4 FSC will only use photographs and feedback which comprise personal data in accordance with Condition 13.

13. DATA PROTECTION

13.1 FSC has measures in place to protect the personal data held by us. Personal data collected from you, including personal data relating to Participants, will only be used by FSC in order to fulfil our obligations under the Contract. This includes the administration of your Booking, the arrangement and provision of the Course and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about FSC's products and services. All personal data is processed in accordance with data protection legislation.

13.2 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

14. GENERAL

14.1 No variation to the Contract or these Conditions (including any special terms and conditions) shall be binding unless agreed in writing between the authorised representatives of FSC and the Customer.

14.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

14.3 FSC may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors.

14.4 No waiver by FSC of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.

14.5 No failure by FSC to exercise any power given to it or to insist upon strict compliance by FSC with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of FSC's rights under the Contract.

14.6 This Contract is between FSC and the Customer. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

14.7 Each provision of these Conditions operates separately. If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

14.8 Any notice given hereunder must be given in writing and delivered or sent by email, post or facsimile transmission to the residence or principal place of business of the party as set out in the Booking Agreement.

14.9 FSC may transfer its rights and/or obligations under the Contract or these Conditions to a third party. FSC will notify the Customer in writing if this happens and will ensure that the transfer does not affect the Customer's rights under the Contract.

14.10 The Customer may only transfer its rights or obligations under the Contract or these Conditions to a third party with FSC's written consent (such consent not to be unreasonably withheld or delayed).

14.11 If you are a Consumer and you are not happy with how we have handled any complaint, you may refer a dispute under the Contract or these Conditions to alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

14.12 Subject to Condition 14.11 any dispute arising out of or in connection with the Contract or these Conditions (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales and the courts of English and Wales shall have exclusive jurisdiction to settle such dispute or claim.

14.13 If you are a Consumer, you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.