

MANCHESTER CITY SUMMER RESIDENTIAL PROGRAMME

Booking Terms and Conditions

The following terms and conditions together with Our privacy policy applies to all purchases of a place on the Manchester City Summer Residential Programme. Please read carefully before placing an Order for the Course and if you have any questions on these Terms before you Order, please contact us

These Terms apply whether You book directly with Us or via an Authorised Agent.

1.1 The following words and phrases shall have the following meanings:

Authorised Agent means a booking agent authorised by Us to sell the Course on Our behalf to You (confirmation of which we can supply to You upon Your request);

Booking means an Order which is confirmed as accepted pursuant to condition 2.5 for a place on the Course;

Course means the specific course forming part of the Manchester City Summer Residential Programme (as elected for on the Order) and as set out in more detail on the Website;

Deposit means the amount specified on the Website (or by an Authorised Agent) as payable by You at the time of Your Order;

Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation COVID-19 or any variant of COVID-19, staffing shortages, strikes, lock-outs or other industrial action by third parties, government restriction, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, act of god, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, or natural disaster, or failure of public or private telecommunications networks;

Order means Your order for the Course which consists of the completion and submission by You (or by an Authorised Agent) of an application form and payment of the Deposit;

Student means the individual named in your Order on whose behalf You have applied for a place on the Course;

Terms mean the terms and conditions set out in this document;

We/Our/Us means Manchester City Football Club Limited registered in England and Wales with company registration number 00040946 and registered address Etihad Stadium, Etihad Campus, Manchester, M11 3FF;

Website means the relevant website for the applicable Course

You/Your means the person booking the Course on behalf of the Student.

These terms and conditions are issued by Manchester City Summer Residential Programme ("TERMS"). By your completion and submittal of the registration forms, you agree and acknowledge that you are over 18 years of age and that you have read, understood and agree to these TERMS, the terms and conditions of Soccer Camps International, including its Privacy Policy, as may be updated from time to time, located on www.soccercampsinternational.com website which terms includes that SOCCER CAMPS INTERNATIONAL HAS NO AUTHORITY OR CONTROL OVER THE OPERATION AND/OR RULES OF ANY SOCCER CAMP.

- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2 OUR CONTRACT WITH YOU

- 2.1 These are the Terms on which We supply the Course to You and/or the relevant Student. Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before You submit the Order.
- 2.2 By submitting an Order for the Course, You accept and confirm that:
- (a) You have read and accepted these Terms;
 - (b) You are 18 or over;
 - (c) You are legally capable of entering binding contracts;
 - (d) Your application is in a private capacity for an individual Student with whom You have a personal relationship and You are not applying for places on Courses which You intend to resell in the course of a trade or business;
 - (e) the Student is of the appropriate age for the Course (as indicated on the Website) and You authorise them to take part in all advertised activities linked to the Course; and
 - (f) if You are not the legal guardian / parent of the Student, You have obtained the consent of the legal guardian / parent of the Student with regards the Student's participation on the Course.
- 2.3 When You submit an Order for a Course to Us, You are making an offer to Us. Submission of the Order does not mean We have accepted Your Order for the Course. Our acceptance of the Order will take place as described in condition 2.5.
- 2.4 Places on each Course are offered on a first come first served basis and We cannot guarantee a place on the Course.
- 2.5 A contract for the supply of the Course shall be created when the Deposit payment has been received by Us (which, for the avoidance of doubt, means when cleared funds are received) and You have received a confirmation email of Your Order. Sometimes We reject Orders, when this happens We will contact You as soon as possible and refund any sums You have paid to Us in connection with the Order. Refunds will be made to the same payment method that You used initially to make the Order.
- 2.6 We shall assign an order number to the Order and inform You of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order. You will be required to provide Your order number on arrival at the Course.
- 2.7 Please note, the Course is provided for educational and not touristic purposes. The Course is not sold to You as part of a 'package' or as a 'linked travel arrangement' and so the Course is not regulated by The Package Travel and Linked Travel Arrangements Regulations 2018.

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- 2.8 If We have to contact You at any time, We will do so at the email address or phone number supplied by You within Your Order. Please keep Us updated if any of these details change by informing us.
- 2.9 Any special requests at the time of the Order, even if acknowledged by Us, are not guaranteed. In particular, We reserve the right to allocate accommodation at Our discretion, taking into account availability, the needs and wellbeing of all Course participants, and Our operational requirements. We will, however, make reasonable efforts to accommodate a special request, where possible.
- 2.10 A certificate of completion of the Course will only be provided if the Student fully attends all lectures, seminars, teaching activities and practical sessions forming part of the Course.

3 FITNESS AND SAFETY

- 3.1 It is Your responsibility to inform Us when submitting an Order, and once any circumstances change after Booking, of any of the Student's:
- (a) dietary requirements;
 - (b) medication;
 - (c) allergies;
 - (d) disabilities and accessibility requirements; and
 - (e) additional needs that may affect their well-being, participation in or engagement with the Course.
- 3.2 You shall ensure that at all times during the Course the Student:
- (a) adheres to all instructions given by Us and the Course personnel from time to time; and
 - (b) have the correct equipment, footwear and clothing for the Course (as may be advised as required by Us), taking the weather conditions and activities planned into account.
- 3.3 It is Your responsibility to ensure that the Student is physically fit and/or able to participate on the Course. Please contact Us prior to submitting an Order if you need additional information on the physical fitness requirements of the Course, have any doubts as to the suitability of the Student to participate in the Course or wish to discuss any additional needs that may impact the ability of the Student to effectively take part and engage with the Course and whether any reasonable adjustments are required.
- 3.4 We, or the external provider delivering any physical activity forming part of the Course, reserves the right to refuse participation if, in Our or their reasonable opinion, the Student is not suitably prepared, appropriately equipped, or otherwise unable to take part safely. No refund or alternative activity will be provided in these circumstances.

- 3.5 In the event that the Student requires medical attention during the Course, You agree to Us arranging for any appropriate and necessary emergency treatment. You further agree to pay any third party fees associated with such medical treatment and You shall reimburse us for such fees where we have incurred them in respect of the Student.
- 3.6 We operate all activities in accordance with the Manchester City Safeguarding Policy.
- 3.7 We confirm that all of Our personnel used in the performance of the Course have been subject to an enhanced Disclosure and Barring Service (DBS) check carried out by Us. Please contact Us for further information.
- 3.8 You are responsible to Us for any willful or deliberate damage the Student causes to the accommodation, venues or other tangible property used in connection with the Course.

4 TRAVEL ARRANGEMENTS AND INTERNATIONAL STUDENTS

- 4.1 We do not give advice in respect of visa or entry requirements. You are responsible for obtaining any required visa, entry permits and travel documents that enables the Student's participation in the Course and the rejection of any such applications by the competent authorities does not affect the application of these Terms. We recommend that all applicants check with their local Embassy, Consulate or High Commission (as relevant) regarding their entry requirements before submitting an Order for a Course. You assume all risks, costs, and consequences arising from any failure to secure the required visa.
- 4.2 In no circumstances will We issue documentation to support a visa application before receiving payment in full of the Deposit from You. Visa supporting letters are issued only to You and in Our standard format and We make no guarantee that a visa support letter will result in a visa being granted and accept no liability if the application is refused or delayed.
- 4.3 You must provide Us with all flight details at least 4 weeks before the Course start date.
- 4.4 All Courses are taught in English.
- 4.5 If the Student's first language is not English, the Student should have sufficient understanding of written and spoken English so as to attend and participate in the relevant Course, taking into account the English language requirements for that Course. Some Courses include the provision of English lessons but We do not accept liability for any inconvenience or failure to attend if the Student lacks the required English language proficiency.

5 PRICE AND PAYMENT

- 5.1 The price of the Course will be as stated on the Website at the time We confirm Your Order.
- 5.2 The price of the Course covers:

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- (a) all lectures, seminars, teaching activities, and practical sessions;
 - (b) UK accommodation for the period stated on the Website;
 - (c) transport (as may be required) to/from the provided accommodation to the Course activities;
 - (d) meals for the same duration as the accommodation period.
- 5.3 We may offer You additional services for a further fee which will also form part of Your Booking and subject to these Terms, if selected by You (such as additional activities, extra nights of accommodation, and transfers on specified dates and times between Manchester International Airport and the provided accommodation at the start and end of the Course).
- 5.4 We reserve the right to charge You a \$90 administration fee for any change request that We are able to make to Your Booking. All changes requested by You are subject to availability and any price changes that may be applicable as a result of the change.
- 5.5 You are responsible for expenses and arrangements not specifically included in the Booking, including transport costs to/from the UK, the costs of visas and travel documents, airline fees for unaccompanied minor services, insurance for travel and the Student's possessions. Please ensure that You make all of the necessary arrangements for putting in place such incidental arrangements in good time prior to the Course commencing.
- 5.6 You must pay a minimum Deposit payment to Us when submitting Your Order. The full Course fee must be paid by You before 1 May in the year of the Course. If full payment is not received by that date, the Booking shall be automatically cancelled and We shall retain the Deposit but refund to You any amount paid at that time in excess of the Deposit. If an Order is placed on or after 1 May in the year of the Course, the full Course fee will be payable at the time of submitting Your Order.
- 5.7 Prices are inclusive of VAT unless stated otherwise on the Website and are stated and payable in US Dollars (USD). However, if the rate of VAT changes between the date of Your Order and the date of delivery, We will adjust the VAT You pay, unless You have already paid for the Course in full before the change in VAT takes effect.
- 5.8 Payment to Us may be made by a valid Amex, Visa or Mastercard credit card or debit card and when placing an Order, You confirm that the form of payment that You use to make payment to Us is Yours and that You have authority to place the Order. Any refunds we may make to You will be refunded via the same payment method used to pay your Deposit.
- 5.9 We always try to ensure that pricing and Course information provided by Us (including but not limited to, via the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon Us becoming aware of any pricing or Course description error in relation to any Course which has been purchased, We will endeavour to inform You as soon as reasonably practicable using the contact details provided to Us. We will then provide You with the option of reconfirming the Order at the correct price/description or cancelling the Order. If We are unable to contact You having made reasonable attempts to do so, We will treat the Order as cancelled. If the Order is cancelled or treated as cancelled in accordance with this condition 5.9, We

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will provide a full refund to You. If valid payment details have not been provided, no further action will be taken by Us.

6 YOUR RIGHTS TO CANCEL AND REFUNDS

6.1 You have the right to change Your mind, where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to You, in which case You can cancel the Booking not later than 14 days after the day We accept Your Order. We will refund all amounts paid, including any Deposit. To exercise this right to cancel, please inform Us of Your decision before the expiry of the 14 day period. However, You have to pay for any of Our services You received before You changed your mind and we reserve the right to deduct an amount to cover such services received from the amount to be refunded.

6.2 If You wish to cancel Your Booking outside of the 14 day cancellation period and give us written notice:

- (a) before 1 May in the year of the Course, We will retain the Deposit paid by You for the Booking, but we will refund to You any amount paid in excess of the Deposit.
- (b) on or after 1 May in the year of the Course, no refund will be offered by Us and you will forfeit all amounts paid to date (including the Course fees and Deposit).

All requests to cancel must be made to us by email. You should let Us know as soon as possible if the Student incurs an injury or develops any health or medical condition, family bereavement or other extenuating circumstances outside of Your reasonable control before the Course has started which will prevent them from participating in the Course. In this case, subject to availability and the provision by You of a medical certificate or such other reasonable evidence of the relevant injury or condition as We may require to prove the Student's inability to attend the Course or other extenuating relevant circumstances, in each instance at Our sole discretion, the Student may be offered the ability to attend another equivalent Course at a later date, where this is possible, or alternatively be offered a full refund.

6.3 If the Student develops any injury, health or medical condition which We reasonably determine prevents them from participating further in the Course (or parts of the Course) once the Course has started, or the Student otherwise departs the Course early or ceases to participate, no refunds will be offered or payable by Us.

6.4 All requests for cancellation to a booking should be made to us by email. Once We have received the information and are satisfied that no further information needs to be provided, We will confirm any amount to be refunded in accordance with these Terms.

6.5 Any refunds payable by Us to You under these Terms will be paid to You within 60 days.

6.6 For the avoidance of doubt, save as otherwise provided in these Terms at condition 2.5, 5.9, 6, 9.2, 10.2, 11.3, 11.4 and 15.1, no refunds will be offered or payable by Us in respect of Your cancellation or the Student's failure to attend the Course.

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7 OUR RIGHTS TO CANCEL – BREACH OR NON PAYMENT BY YOU

- 7.1 If You do not make payment of the full Course fees before 1 May in the year of the Course, Your Booking shall be automatically cancelled as set out in condition 5.6.
- 7.2 We reserve the right to cancel the Booking if You commit a material breach of any other condition of these Terms and (if such breach is remediable) You fail to remedy that breach within 7 days of our written request for You to remedy it:
- 7.3 If We cancel the Booking under condition 7.2, We will provide You with notice in writing and if the cancellation is effected:
- (a) before 1 May in the year of the Course, We will retain the Deposit paid by You for the Booking; or
 - (b) after 1 May in the year of the Course, We will retain the Deposit and any amount paid in excess of the Deposit.

8 OUR RIGHTS TO CANCEL – STUDENT BEHAVIOUR

- 8.1 When You place an Order for a Course with Us and We accept it, You will be responsible to Us for ensuring that the Student:
- (a) complies with all Course rules and regulations and any codes of behaviour we advise to You from time to time (including as referred to on the Website);
 - (b) complies with the rules and regulations that apply from any third party activity provider and/or at any venue where any part of the Course is provided;
 - (c) complies with all instructions of Course personnel at any venue where any part of the Course is provided; and
 - (d) meets the eligibility criteria stated on the Website in respect of the Course;
 - (e) is physically fit to participate in the Course;
 - (f) provides Us with accurate information and any details that We may request on arrival or during the Course, which We deem We need to properly and safely provide the Course to the Student.
- 8.2 If the Student fails to comply with the requirements at condition 8.1, We reserve the right to cancel the Booking and the Student's right to participate in the Course will cease with immediate effect and in such circumstances no refund will be offered or payable by Us for such cancellation. In this event, We will contact You and You must make provision for alternative accommodation and/or return travel arrangements for the Student and where You fail to promptly do so and notify Us of the same, You will reimburse Us for any costs and expenses We incur in putting in place such alternative accommodation and transport arrangements.

9 OUR RIGHTS TO CANCEL – INFORMATION GIVEN BY YOU

- 9.1 We will need certain information from You that is required by Us to provide the Course to the Student (for example, emergency contact details for the Student, any disability,

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health or medical needs that are relevant to the provision of the Course). If You do not, after being asked by Us on more than one occasion in writing, provide Us with this information, or You provide Us with incomplete or incorrect information, We may cancel your Booking by giving You written notice. We will not be liable for any delay or non-performance, or any other consequences of Your failure to provide complete and accurate information to Us.

- 9.2 If We cancel the Booking under condition 9.1, We will provide You with notice in writing and if the cancellation is effected:
- (a) before 1 May in the year of the Course, We will retain the Deposit paid by You for the Booking; or
 - (b) after 1 May in the year of the Course, We will retain the Deposit and any amount paid in excess of the Deposit.

10 OUR RIGHTS TO CANCEL – MINIMUM NUMBERS REQUIRED

- 10.1 To ensure an optimal learning experience for the Student, there will be a minimum number of students required for each Course to run effectively (these may vary depending on the Course). Therefore, when minimum student numbers have not been met, We reserve the right to cancel the Course on written notice to You if We notify You of this no later than 1 May in the year of the Course.
- 10.2 If We cancel a Course under condition 10.1, We will offer an alternative course (if available and suitable, for which You will be given no less than 7 days to accept or reject) or a full refund. However, We will not be responsible for any costs or expenses incurred by You as a result of the cancellation of the Course (for example, in connection with travel, accommodation, reservation, or other arrangements made and not directly supplied by Us).

11 OUR OTHER RIGHTS TO CANCEL OR MAKE CHANGES TO THE COURSE

- 11.1 We will make all reasonable efforts to deliver the Course as described on the Website. There may be occasions where it becomes necessary to make changes to the Course or to cancel it or part of it (e.g. a particular session or activity). By way of example, such action could become necessary if:
- (a) there is an Event Outside Our Control which impacts the operation of the Course or part of the Course as advertised;
 - (b) there is a change in the law and/or regulatory and/or professional and/or statutory body requirements and sector regulation;
 - (c) required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
 - (d) required to deal with unavoidable changes in the Course personnel;
 - (e) feedback or reviews clearly indicates to Us that immediate changes should be made to a Course;

- (f) an event or issue occurs in respect of any third party operated activity or any venue used for the Course;
 - (g) there is any other reasonable and valid reason.
- 11.2 We will only cancel or make changes to the Course once the Course has commenced if this is caused by an Event Outside Our Control. In such circumstances where we have cancelled the Course, We will make you aware without undue delay and offer You and the Student reasonable non-financial assistance in making the necessary arrangements for the Student's return home. However, no refunds will be offered for any cancellation or changes made after the Course has commenced and which are caused by an Event Outside Our Control and We will have no liability for any expenses or losses You or any third party may incur because of the Course cancellation or changes made.
- 11.3 If We cancel the Course before the Course has commenced, We will make You aware of the cancellation as soon as possible and We will offer an alternative course (if available and suitable for the Student) or pay to You a full refund. Any offer of an alternative course given to You may be subject to Your acceptance within a specified period. We will have no liability for any expenses or losses You or any third party may incur because of the Course cancellation or acceptance of an alternative course in accordance with this condition 11.3.
- 11.4 If We make significant changes to the Course before the Course commences, We will make You aware of those significant changes as soon as possible and, where the Student will be adversely affected by those changes and no longer wishes to participate in the Course as a result of these changes, then You may cancel within 7 days of Our notification to You (or such shorter period as may apply between the notification and the Course start date). In these circumstances, we will give you a full refund of fees paid. We will have no liability for any expenses or losses You or any third party may incur because of the Course cancellation by You in accordance with this condition 11.4.

12 OUR LIABILITY TO YOU

- 12.1 The other conditions of these Terms are always subject to this condition 12.1. We do not exclude or limit in any way Our liability to You for:
 - (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other matter in respect of which liability cannot be excluded or limited under applicable law.
- 12.2 You understand and agree that the Course activities may involve known and unknown risks to the Student and Student's property, and that We cannot guarantee the safety of Student or Student's property. Any activities that the Student may undertake in connection with the Course are considered to have been undertaken with the Student's and Your approval and understanding of any and all risks involved, to the Student and the Student's property, which risks are willingly assumed by Student and You.

- 12.3 Where an element of the Course is delivered by external specialist providers (such as on a language Course, the provision of English lessons, these third party providers are solely responsible for the content, instruction, equipment, supervision, and safety of activities during their activities. We are not liable for any loss, damage, injury, or expense arising from acts or omissions of these external providers or their staff during the delivery of such activities, except where We have been negligent.
- 12.4 Neither We nor any Course personnel or Our employees or consultants are responsible for any property lost or damaged on the Course and We strongly advise that You take out appropriate property insurance. We are also not responsible for any of the Student's property left with Us at the end of the Course. Any costs incurred by Us in assisting with replacing or repatriating the Student with such items (including posting left behind items or helping secure replacement passports or tickets) will be charged to You.
- 12.5 We will be responsible for loss or damage You suffer that is a foreseeable result of Us being in breach of these Terms or for Our failing to use reasonable care and skill. However, We are not responsible for any loss or damage that is:
- (a) not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time You entered into a Booking with Us and both of us knew it might happen; or
 - (b) something You could have avoided by taking reasonable action, including following our reasonable instructions.
- In any event, Our total liability to You shall not exceed the total Course fees paid, except where such a limitation is not allowed by law.
- 12.6 Save as otherwise provided for in these Terms, in respect of Your entitlement to a refund or a place on an alternative Course, We expressly exclude all liability resulting from:
- (a) any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control;
 - (b) the alteration or change of the Course or parts thereof; and
 - (c) the abandonment, postponement or cancellation of the Course.
- 12.7 Nothing in these Terms limits Your statutory rights as a consumer.

13 HOW WE USE YOUR PERSONAL INFORMATION AND IMAGERY

- 13.1 We only use the personal information that You provide as part of Your Booking in accordance with Our privacy policy (please request it if needed). Please take the time to read Our privacy policy as it includes important terms which apply to You.
- 13.2 We agree to comply with all laws and regulations applicable to Us relating to data protection and privacy.

13.3 Please note that We (as well as other Course students) may from time-to-time photograph or make audio or visual recordings of students or Course activities in which students are engaged. You will be required to notify Us of Your permissions and preferences with respect to the use of audio and visual imagery prior to the commencement date of the Course.

13.4 Any audio, visual, or audio-visual recordings that You or the Student makes of the Course or any part of it are for personal use only and cannot be used for any commercial purpose.

14 INFORMATION ABOUT US AND HOW TO CONTACT US

14.1 We are a company registered in England. Our company registration number is 00040946 and Our registered address is Etihad Stadium, Etihad Campus, Manchester, M11 3FF.

14.2 If You have any questions or if You have any complaints, please contact Us.

14.3 If You or the Student has any complaints once a Course has started, the Student should notify a member of Course personnel without delay in order for Us to be given the opportunity to deal with this.

15 OTHER IMPORTANT TERMS

15.1 We may amend these Terms from time to time. Where We do so, We will let You know at least 14 days before the change occurs and provide a copy of the updated Terms. You will then have the right to refuse to agree to the change and cancel the Booking (and be given a full refund) at any time within 14 days of receiving the notification of the change. If You do not then We will consider that You are agreeable to the updated Terms and the updated Terms will come into effect from the date that We notified the change to You.

15.2 You acknowledge Our site may include links to third-party websites. We do not review these third-party websites nor have any control over them, and We are not responsible for the websites or their content or availability. We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them. If You decide to access any of these third-party websites, You do so entirely at Your own risk.

15.3 If You use a linked site, any personal information You give them will be dealt with in line with their privacy policy, not Ours, so please ensure that You read their terms and conditions and privacy policy before You use their websites and provide any personal information.

15.4 All materials provided by Us in relation to the Course are and remain Our property (including the intellectually property rights in the materials). Any use by You or the Student other than in respect of being used to properly undertake the Course, requires Our written approval in advance.

15.5 In the event that the Student causes loss or damage to property as a result of the Student's negligent, reckless, or otherwise improper behaviour or otherwise acting in

breach of these Terms, You agree to reimburse Us for the losses We suffer as a result of such loss or damage to property.

- 15.6 Unless expressly stated otherwise on the Website, the Course is not formally accredited and may not be used (in whole or in part) to satisfy the requirements of the award of any degree or diploma.
- 15.7 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 15.8 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 15.9 Each of the conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 15.10 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 15.11 These terms are governed by English law and wherever You live You can bring claims against Us in the English courts. If you live in Wales, Scotland or Northern Ireland, You can also bring claims against us in the courts of the country You live in. We can claim against You in the courts of the country You live in.