

# NCP App Terms and Conditions

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These Terms and Conditions of use are for registered customers with an NCP app account or for one-off payments in the NCP App. This includes an explanation of key terms you'll come across when using the app, our and your responsibilities when you become an account holder and how we use your customer data.

Please read these Terms and Conditions carefully as they set out the basis of the contract between you and NCP in relation to the creation and use of your NCP Account and/or NCP App. You should retain a copy of these Terms and Conditions in a safe place as they are your record of the contract between us. If you have a general comment or question, please see our app FAQs or contact us through our Website.

**When selecting the 'Register' button during the NCP Account registration process or by swiping the "Swipe to pay" button in the NCP App to pay for your parking on a one-off basis, you agree to accept these Terms and Conditions.**

**Condition 16 of these Terms and Conditions outlines "Your Responsibilities" when using your NCP Account and the NCP App.**

**Please note that you may only pay for parking using your NCP App at participating car parks which are shown as accepting payment using that method on the NCP App.**

**If you're using the NCP App to gain entry or exit at a parking barrier, for your own safety and security, you must ensure that your engine is turned off and your handbrake applied whilst using the NCP App.**

**You must not use the NCP App whilst driving and NCP in no way encourage you do so.**

## **1. Defined terms**

The following terms used throughout these Terms and Conditions shall have the following meanings:

Any references to "**NCP**", "**we**", "**us**" and "**our**" shall be a reference to National Car Parks Limited and its associated companies National Car Parks (EUK) Limited, NCP Commercial Services Ltd and S&K Car Park Management Limited.

Any references to “**you**”, “**your**” and “**customer**” means the person under whose name the relevant NCP Account is registered or who uses the NCP App and pays for parking in accordance with these Terms and Conditions.

“**Authorised Vehicle**” means: (i) any vehicle displaying one of the vehicle registration marks you’ve added to your NCP Account; or (ii) the vehicle displaying the vehicle registration marks you have stated when using the NCP App on a one off basis. Within the NCP App you have the ability to edit VRM’s however this must be carried out before entering one of our car parks.

“**AutoPay**” means the automatic deduction from your Payment Method as detailed in condition 8.

“**Customer Personal Data**” means all information which identifies you or makes you identifiable and which is processed by us in connection with the NCP App and/or a NCP Account (including your name, email address, billing address (city and post code), telephone number, vehicle registration mark(s), the time you enter and leave a Nominated Car Park and Payment Method details and time and duration of your parking session).

“**Data Protection Laws**” means all applicable laws in force from time to time relating to the processing, privacy and use of Customer Personal Data, including the Data Protection Act 2018 (“**DPA**”), the UK GDPR (as defined in section 3(10) of the DPA) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and “**Process**” shall have the meaning set out in, and will be interpreted in accordance with such laws.

“**Fees**” means any parking charges, administration fees, or other fees and charges imposed by us from time to time in accordance with these Terms and Conditions.

“**Nominated Car Park(s)**” means the NCP car parks where you can use your NCP Account or NCP App to make payment. Such NCP car parks are shown in the NCP App.

“**NCP Account**” means the registered account set up and accessed via the NCP App or via the Website, containing your personal details, payment details and account preferences for the purposes of enabling you, amongst other things, to use the applicable NCP Rates and/or Promotional Code and to manage your details and preferences.

“**NCP App**” means NCP’s parking payment application through which you can make payments on a one-off basis or manage your NCP Account, as updated from time to time.

“**NCP Rate(s)**” means the prices charged by NCP for parking services at Nominated Car Park(s) for customers who pay using an NCP Account. We shall determine such prices from time to time.

“**NCP Recognition Methods**” has the meaning set out in condition 7.

“**Payment Method**” means any accepted credit or debit card or online payment portal which you: (i) use to pay the Fees on a one-off basis; or (ii) nominate to be the stored method for processing of Fees if you have an NCP Account.

“**Promotional Code**” means the discounted rates we may from time to time make available to you.

“**Standard Rate**” means the standard price payable by a user of an NCP car park (as varied from time to time) and which is displayed on the tariff boards located at the relevant NCP car park and on our Website.

“**VRM**” means a vehicle registration mark, commonly referred to as a number plate.

“**Website**” means <https://www.ncp.co.uk>.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

References in these Terms and Conditions to statutory provisions shall (where the context so permits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted as may be the case from time to time (as the context requires) and to any orders, regulations, instructions, instruments or other subordinate legislation made under the relevant statutes.

## 2. **Information about us**

National Car Parks Limited (company registration number 253240) and its associated companies; S&K Car Park Management Limited (company registration number 7401550), NCP Commercial Services Ltd (company registration number 06065600) and National Car Parks (EUK) Limited (company registration number 6631612) are registered in England and Wales. The registered office of all companies is at Saffron Court, 14B St Cross Street,

London, EC1N 8XA. In certain car parks we act as agent on behalf of the car park owner, which may be a local authority, corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

### **3. Terms and Conditions**

- (a) By registering for an NCP Account or using the NCP App you're agreeing to be bound by and comply with:
- (i) these Terms and Conditions;
  - (ii) the car park terms and conditions on display at the Nominated Car Park(s) and available on our Website (as updated from time to time); and
  - (iii) the Season Ticket Terms and Conditions available on our Website (as updated from time to time) which apply to the purchase and use of Season Tickets in accordance with those terms.

### **4. How the contract is formed**

When registering for your NCP Account or by swiping the "Swipe to Pay" button for parking on a one-off basis, you'll be requested to confirm your acceptance of these Terms and Conditions. The contract between you and NCP will only be formed once you have acknowledged that you have read these Terms and Conditions and confirmed your acceptance of these. After registering for your NCP Account you'll receive an email from us acknowledging that you have successfully registered for your NCP Account and that it is now activated.

### **5. Consumer rights**

You may terminate your NCP Account at any time by contacting the Customer Contact Centre. If you decide to terminate your contract, you should do so in accordance with condition 15. Please note that this right to terminate your NCP Account does not affect your statutory rights.

### **6. Information required to create your NCP Account and operating system requirement and use of the NCP App**

- (a) To register for and use a NCP Account you must provide us with your name, valid email address, valid Payment Method details, mobile number, and vehicle registration

mark(s) for each Authorised Vehicle. Other non-mandatory information may also be requested.

- (b) When you set up an NCP Account you confirm and warrant that all information provided by you is true and accurate in all respects and you'll inform us immediately and/or update your details using the NCP App if any changes to such information arise.
- (c) You may change your Customer Personal Data by logging into the NCP App at any time or by contacting the Customer Contact Centre.
- (d) You agree to ensure that your login details are kept secure and are not disclosed to any unauthorised third party. If you suspect that someone unauthorised has or is using your details, you must change your password immediately and notify us (see condition 28 "Customer Contact Centre" below).
- (e) The NCP App requires a mobile device with a minimum of 33mb of memory and an iOS or Android operating system.
- (f) NCP will not be liable for any direct or indirect losses you incur that result from your use of the NCP App when not used in accordance with the requirements in this condition 6.
- (g) The right to use the NCP App is personal to you and if you sell or otherwise dispose of any device on which the NCP App is installed, you must remove the NCP App from that device. You will remain liable for any use of the NCP App associated with your NCP Account.
- (h) If you download the NCP App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

## **7. NCP Recognition Methods**

- (a) You'll only be able to use your NCP Account in a Nominated Car Park and only using the following recognition methods:
  - (i) by paying directly via the NCP App at such Nominated Car Park; or
  - (ii) by using the QR code provided on your NCP App upon entry and exit of such Nominated Car Park; or

(iii) by using the automatic vehicle registration mark recognition (commonly known as ANPR) where it is available at a Nominated Car Park; or

(iv) by using any other recognition methods as we may establish in a Nominated Car Park.

(b) Where you enter a Nominated Car Park with barriers using the NCP Recognition Methods at 7(a)(ii)-(iv), you're responsible for ensuring the same method is used upon exit. You acknowledge and accept that failure to comply with this condition 7(b) may result in the daily Standard Rate of the Nominated Car Park being charged to your NCP Account for each day your vehicle is or was in the relevant Nominated Car Park.

(c) If you have a NCP QR code, it is personal to you and you must not share it with anyone else. It is your responsibility to keep your QR code on you whilst using the Nominated Car Park and if you lose it, you may be required to pay the Standard Rate. You will remain liable for any use of a QR code, whether you have used it or someone else has. If your QR code becomes lost, stolen copied or shared, you should contact the Customer Contact Centre to cancel it.

(d) The NCP Recognition Method available at the Nominated Car Park will be shown on the NCP App, however, NCP makes no guarantees or warranties that the NCP Recognition Methods in condition 7(a) will be available in the Nominated Car Parks. If you're unable to use a NCP Recognition Method you'll not be able to use your NCP Account or the NCP App as a means of payment at the Nominated Car Park and you will need to pay for your parking by other means. Should you have any issues or queries you should promptly contact the Customer Contact Centre before you leave the Nominated Car Park.

(e) You may only use the NCP Account to pay for parking when using a Nominated Car Park.

(f) If the NCP Recognition Method fails to take either your entry or exit to the Nominated Car Park and the session is still open within your NCP Account, then please contact our Customer Contact Centre who will be able to assist.

(g) If the NCP Recognition Method fails to take your VRM on either entry to, or exit from, to the Nominated Car Park and your parking session is still open within your NCP Account, then please contact our Customer Contact Centre as soon as possible who will be able to assist. If you do not contact us, we reserve the right to apply the appropriate charge (subject to the minimum charge) for a parking session in circumstances where we identified your

vehicle as having parked at a Nominated Car Park, but a failure of the NCP Recognition Method on either entry or exit means we are unable to establish the duration of the session. Please note that we will be reasonable and transparent in calculating any charge above the minimum charge.

## 8. **AutoPay**

- a. When you register for Autopay, this can be used where the Nominated Car Park has a working ANPR Recognition Method. AutoPay is not automatically applied to your NCP Account when you register and you will need to opt-in each individual VRM should you wish to benefit from this functionality.
- b. the Fees we will charge you for your stay will be the NCP Rate calculated on the time and date the VRM is detected on entry and on exit, together with the application of any Promotional Codes or other promotional rates. Payment will automatically be taken from the Payment Method in accordance with condition 10.
- c. You are responsible for managing your NCP Account and Autopay settings including, but not limited to:
  1. Ensuring any VRMs registered with the AutoPay functionality are correct and up-to-date, including adding any new VRMs or removing or disabling any VRMs from the AutoPay functionality should you sell or loan the vehicle associated with the VRM. Note that to avoid “double charging” a VRM can only be registered to one NCP Account.
  2. Ensuring there is a valid Payment Method attached to the NCP Account with sufficient credit or funds to cover the Fees.
- d. Where an AutoPay transaction is unable to take payment from your Payment Method, you must resolve this within 7 days on the customer portal. Where this has not been resolved, the failure to pay will be passed to our Parking Charge Notice (PCN) team and a PCN will be issued to the registered address for the VRM.
- e. NCP reserve the right to suspend the NCP Account where repeated failed payments occur or failed payments are not resolved in full within the required time.

## 9. Fees, charges and authority

(a) By: (1) confirming the Payment Method details on your NCP Account via the NCP App; or (2) inputting Payment Method details when prompted for parking on a one-off basis, you're instructing us to take payment from the Payment Method and you:

- (i) warrant to us that you're authorised to use the Payment Method for payment purposes;
- (ii) authorise us to take payment from the Payment Method of the Fees; and
- (iii) in respect of registered NCP Account users, authorise us to take payment from the Payment Method of any other payments and amounts owing or charged in accordance with these Terms and Conditions.

(b) If you believe there has been an error in taking payment from the Payment Method you must contact us (see condition 28 "Customer Contact Centre" below) as soon as possible so that we can attempt to resolve the problem. If we cannot resolve the problem, you should refer it to your financial institution which has issued your Payment Method.

(c) If we incorrectly transfer any monies or balance from us and on to the Payment Method, provided we notify you of this error, you irrevocably authorise us to recover the transferred amount from the Payment Method.

(d) Any Promotional Code that you may be entitled to will be applied to your NCP Account and taken from your Payment Method and will be subject to these Terms and Conditions. You are responsible for ensuring you have any valid Promotional Code registered to your NCP Account. Promotional Codes are personal to you and must not be shared with any third party. Where we find you have shared a Promotional Code we reserve the right to cancel it and to charge you the Standard Rate for any use.

(e) We currently do not charge any administration or SMS fees for using your NCP Account and/or Payment Method. We reserve the right to apply such fees or charges upon at least 10 days' notification to you and any such Fee will be disclosed on our Website and/or within the NCP App.

## 10. Payment

(a) **NCP Account.** When registering a Payment Method to your NCP Account via the NCP App, no initial payment to your NCP Account will be necessary. However you hereby



authorise us to validate your Payment Method details by taking a hold transaction of 2p. Such transaction will be released from your account within 6-7 days and the sum of 2p will not actually be taken.

(b) Payment will be taken automatically from the Payment Method registered with your NCP Account each time you use your NCP Account to pay the Fees. Please note that there may be a delay in payment being taken following your parking session, but NCP will use reasonable endeavours to ensure any delay is kept to a minimum.

(c) **One-off basis.** Each time you use the NCP App to pay for your parking in a Nominated Car Park on a one-off basis, the appropriate Fee will be taken from the valid Payment Method that you use for your parking session. You will be required to insert the card details of a valid Payment Method each time you use the NCP App to pay for parking. If we are unable to process payment from your Payment Method, you will be required to pay for your parking session by using the standard payment options set out in the applicable car park (such as paying for your parking using our machines installed at the relevant car park).

(d) We reserve the right to issue a parking charge fine to you in the event that your vehicle does not exit the car park before your allotted parking session expires or you do not pay for your parking in accordance with these Terms and Conditions.

#### 11. **Expiry of Payment Method or insufficient funds**

(a) If we cannot process payments that are due from you, your NCP Account and/or AutoPay function will be put on restricted use meaning that you may be prevented from entering and/or exiting a Nominated Car Park and you'll not be entitled to the NCP Rate(s) or Promotional Code or to use the AutoPay function until such time as you make a payment to cover any amounts owed and/or update your payment details to a valid Payment Method.

(b) If your Payment Method payment fails or you otherwise fail to meet your payment obligations under these Terms and Conditions you may be charged additional Fees by us including, but not limited to, a Parking Charge Notice.

#### 12. **Negative balances**

(a) If your NCP Account balance becomes negative for whatever reason you irrevocably authorise us to take payment from your Payment Method to bring your NCP Account balance to zero.

### **13. NCP Account statements and notifications**

- (a) You may view your recent transaction history for your NCP Account at any time by logging into the NCP App. Further information for your account is available by logging into your NCP Account via a web browser. There may be delays in the records being updated for technical reasons, but we will do our best to keep this to a minimum.
- (b) By registering for a NCP Account via the NCP App you'll automatically receive mandatory notifications by email (by default), push notifications on your mobile device via the NCP App and/or SMS. When available, you may opt-in to receive the optional notifications by email and/or SMS (when selected through the NCP App). You may opt out of receiving these optional notifications (but not mandatory notifications) at any time through the NCP App or website, or by contacting customer services.
- (c) Emails will be sent to the email address nominated in your NCP Account.
- (d) SMS will be sent to the mobile number nominated in your NCP Account.
- (e) For use of the NCP App on a one-off basis (i.e. not as a registered NCP Account user), unless a notification is deemed mandatory or is necessary to comply with any applicable laws, we'll not send you any notifications or marketing communications.

### **14. Inactive NCP Account**

If you do not use your NCP Account for a period of more than 12 consecutive months, we reserve the right to terminate your account upon 30 days' notice sent to you using the details confirmed in your NCP Account.

### **15. Closing your NCP Account**

- (a) You may close your NCP Account at any time by contacting us (see condition 28 "Customer Contact Centre" below) provided you have paid any outstanding balances (including Fees).

### **16. Your responsibilities**

- (a) As a condition of your continued use of the NCP App and NCP Account, you'll use the NCP App and NCP Account only for the purpose, and in the manner, permitted in these Terms and Conditions and in compliance with all applicable laws.
- (b) You agree that:

- (i) if you do not enter and exit a Nominated Car Park using one of the NCP Recognition Methods available you'll not be entitled to the NCP Rate(s) and/or Promotional Code and may be charged at the Standard Rate;
- (ii) you're responsible for keeping confidential your login details, QR codes, Promotional Code, validation codes and any other information relevant to your NCP Account;
- (iii) you're at all times responsible for paying any amounts due under these Terms and Conditions and ensuring there are sufficient clear funds/credit available on any Payment Method to meet your payment obligations under these Terms and Conditions;
- (iv) to pay all applicable Fees in full and that your NCP Account will be put on restricted use if it does not have enough money to cover any balances due;
- (v) that your NCP Account can only be used to pay for Fees at the NCP Rate(s) or Promotional Code in relation to an Authorised Vehicle(s), at a Nominated Car Park;
- (vi) you'll not:
  - a. copy the NCP App, except as part of the normal use of the NCP App or where it is necessary for the purpose of back-up or operational security;
  - b. translate, merge, adapt, hinder the operation of, vary, alter or modify, the whole or any part of the NCP App nor permit the NCP App to be combined with, or become incorporated in, any other programs, except as necessary to use the NCP App on devices as permitted in these terms;
  - c. breach any laws or regulations or infringe our intellectual property rights of those of any third party in relation to your use of the NCP App;
  - d. collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running the NCP App; or
  - e. transmit any bug, virus or other disabling feature to or through the NCP App,
- (vii) when submitting VRMs to your NCP Account, you will only submit VRMs for vehicles that you either own or have full permission from the owner of the vehicle to add to your NCP Account (e.g. if you intend to pay for the parking sessions of a vehicle owned by a family member, with their full consent). If the owner of a vehicle that you have registered in your

NCP Account withdraws their consent, you must promptly remove the VRM for this vehicle from your NCP Account.

#### **17. Intellectual Property Rights**

All intellectual property rights in the NCP App throughout the world belong to us and the rights in the NCP App are licensed (not sold) to you. You have no intellectual property rights in, or to, the NCP App other than the right to use them in accordance with these Terms and Conditions.

#### **18. Suspension or termination**

(a) We may terminate or suspend in whole or in part your NCP Account at any time by notice in writing to you if you have, in our reasonable opinion:

(i) misused or made fraudulent or illegal use of the NCP App, your NCP Account, NCP Rate(s), any QR code issued to you or Promotional Code (if applicable); or

(ii) have made any use of the NCP App, your NCP Account, NCP Rate(s), any QR code or Promotional Code (if applicable) in a manner not authorised or permitted under the Terms and Conditions.

(b) In the case of any fraudulent or illegal use we reserve the right (acting reasonably) to refuse to open another NCP Account on your behalf or allow you to use the NCP App, NCP Rate(s) and/or Promotional Code (as appropriate), or any other services or products offered by NCP.

(c) Any termination of your NCP Account or restriction of your use of the NCP App is without prejudice to any accrued rights or remedies that you or we may have.

#### **19. Our liability**

(a) We will use reasonable skill and care in providing you with the NCP App and NCP Account and performing our other obligations under the contract. However, our responsibility to you is limited and we will only be responsible to you as set out below.

(b) We are responsible for any death or personal injury arising from our, our servants' or our agents' negligence. Nothing in these Terms and Conditions shall exclude that liability.

(c) We shall be responsible for direct loss of or damage to your property which arises as a result of our negligence or dishonesty, or our servants' or agents' negligence or dishonesty.

(d) We're not responsible for events outside our control. If our obligations under these Terms and Conditions are delayed by an event outside our control, then we'll contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this we'll not be liable for delays caused by the event.

(e) Where you are contracting as a consumer or a business we accept no responsibility to you for any of the following types of loss which you may suffer as a result of your use of the NCP Account and/or the NCP App:

(i) loss which was not foreseeable to you or us when we entered into the contract (even if that loss results from our failure to comply with these Terms and Conditions or our negligence);

(ii) any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether those losses are the direct or indirect result of our default);

(iii) loss which you suffer other than as a result of our failure to comply with these Terms and Conditions or our negligence or breach of statutory duty.

(f) Where you are contracting as a business we also accept no responsibility to you for loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the contract, or for any liability incurred by you to any other person for any economic loss, claim for damages or awards howsoever arising.

(g) Our maximum aggregate responsibility to you arising out of or in connection with our contract or these Terms and Conditions, whether in contract, tort, negligence or otherwise, shall in no event exceed £1,000.00 (one thousand pounds).

(h) The NCP App and the Website are not guaranteed to be available, free from bugs or uninterrupted at all times.

## 20. **Communications**

You acknowledge that all notices, information and other communications we provide to you electronically comply with any legal requirement that such communication from us be in writing.

## 21. **Your legal rights**

Nothing in these Terms and Conditions shall take away or modify any of your legal rights or entitlements.

## 22. **Use of Customer Personal Data**

Please see our Privacy Notice available <https://www.ncp.co.uk/help-centre/website-terms-and-conditions/privacy-and-cookie-policy/> for details of how we Process your Customer Personal Data in accordance with Data Protection Laws.

## 23. **Variation of the Terms and Conditions and updates to the NCP App**

(a) We may need to change these Terms and Conditions, particularly to reflect changes in law or best practice or to deal with additional features which we introduce. Any changes will be published on our Website and updated on the NCP App and we will give you at least 30 days' notice of any change. Following expiry of such notice the Terms and Conditions will be varied accordingly. Nothing said or done by any of our employees is capable of varying these Terms and Conditions. If you do not accept the notified changes you should not continue to use the NCP App or your NCP Account.

(b) In order to ensure the full functionality of the NCP App and any products associated with it, you must ensure that you have the latest version installed. From time to time we may automatically update the NCP App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the NCP App for these reasons.

(c) If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the NCP App. We are not liable where we have released a new version and you have not installed it.

## 24. **Waiver**

(a) If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under our contract, or if we fail to exercise any of the rights to

which we are entitled under our contract, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations.

(b) A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

#### **25. Severability**

If any provisions of our contract are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term will, to the extent that it is invalid or unlawful, be severed from our contract which will continue to be valid to the fullest extent permitted by law.

#### **26. Circumstances beyond our reasonable control**

We reserve the right to cancel the contract between us, if we are prevented from or delayed in the carrying on of our business and our obligations under our contract due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.

#### **27. Subtracting, assignment and third-party rights**

(a) You're not entitled to assign, charge, sub-contract or transfer our contract or any part of it without our prior written consent.

(b) We may assign, charge, subcontract or transfer the contract or any part of it to any person.

(c) Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written agreement.

(d) Any term of our contract can be varied, and our contract can be cancelled or terminated without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

## 28. **Customer contact centre**

(a) Should you have any questions about these Terms and Conditions or the use of your NCP Account or NCP App, please see our list of frequently asked questions (FAQs) on the NCP App.

(b) If you have any other questions that are not covered in our frequently asked questions you can either call our Customer Contact Centre on 0345 050 7080 or use our 'contact us' form or web form or online chat service which are all available on the Website.

## 29. **Law and jurisdiction**

This contract shall be governed by and interpreted in accordance with English law. If you're a consumer, then you may have rights to bring court proceedings in the courts of the country in which you're domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England.

**Last updated:** 11 May 2023