

These Terms and Conditions will form the basis of the contract between us and so contain important information.

Please read these Terms and Conditions carefully. We recommend that you retain a copy of these Terms and Conditions in a safe place. By booking for Mooring and/or related services, you agree to be bound by these Terms and Conditions and in particular those matters for which we do not accept responsibility.

1. Application of these Terms and Conditions

These Terms and Conditions apply to all bookings for Mooring and/or related services at a Mooring (as defined below) whether that booking is made online, by telephone or in person.

The Mooring Terms and Conditions for your Nominated Mooring (as defined below) form part of (and are deemed to be incorporated in) these Terms and Conditions.

Please read the Mooring Terms and Conditions for your Nominated Mooring carefully.

2. Definitions

In these Terms and Conditions:

Any references to “**we**”, “**us**” and “**our**” shall be a reference to Sorbon Estates Limited and, where applicable, each other operating company in the Shanly group of companies;

“**you**”, “**your**” and “**customer**” means a person who has entered into a contract with us for the Mooring of a vessel at a Mooring and/or Berth related services at a Mooring (all customers entering into a contract with us for the Mooring of a vessel at the Mooring, whether by purchasing a Berth ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing);

“**Berth**” means the berth at the Nominated Mooring allocated to you by us from time to time.

“**Booking**” means your booking for a Berth and related services at a Mooring made online, by telephone or in person.

“**Booking Line**” means the telephone number(s) provided by us for customer service and bookings published from time to time.

“**Booking Period**” means, for the Nominated Mooring, the times and the date(s) specified in your Booking;

“**Booking Reference**” means a reference number unique to your Booking, which we will give you when you book a Berth and related services;

“**Competent Authority**” means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

“**Mooring**” means any Mooring facility owned, managed, operated by us or a third party provided for the Berth of vessels or other facilities for which we sell Mooring services;

“Mooring Terms and Conditions” means the Mooring terms and conditions relating to use of the Nominated Mooring and which form part of (and are deemed to be incorporated in) these Terms and Conditions;

“Data Protection Laws” means any applicable laws relating to the processing, privacy and use of personal data including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679);

“Necessary Consents” means all consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

“Nominated Mooring” means any Mooring facility owned, managed, operated by us or a third party provided for the Berth of Vessels or other facilities for which we sell Mooring services, as specified in your Booking and to which the Booking relates;

“Order” means an order for the purchase of a Berth and/or related services at a Mooring made:

- (a) through our website(s), placed by you by submitting an application form via the Website; or
- (B) by telephone through the Booking Line, placed by you providing information over the telephone to enable an application form to be completed on your behalf;

“our representative” means any of our officers, employees and agents (acting in the course of business and within the scope of their duties towards us);

“Permitted Use”: the mooring of the Vessel for private purposes only.

“Terms and Conditions” means these terms and conditions (including the Mooring Terms and Conditions);

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

“Vessel” means the vessel you are licensed to use in the Nominated Mooring and which belongs to you.; and

“Website” means www.sorbonestates.com and all other URLs operated by us.

3. Information about us

Sorbon Estates Limited is registered in England and Wales under company number 01128100. Our registered office is at Sorbon, Aylesbury End, Beaconsfield, Buckinghamshire, HP9 1LW. In certain Moorings, we act as agent on behalf of the Mooring owner, which may be a corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

4. How the contract is formed

- (a) Online If you place an Order online, you will be making an “offer” to us to take a Berth and/or related services at a Mooring. Placing your Order does not mean that your Order has been accepted. All Orders are subject to acceptance by us, and we shall confirm our acceptance to you by advising that your Booking is confirmed. The contract for the Berth and/or related services will only be formed when we advise that your Booking is confirmed. Your Booking will not be valid until the

commencement date selected by you which may be up to 30 days in advance of the date of purchase (or such other advance period which we may specify from time to time).

(b) By Telephone If you make an enquiry about purchasing a Berth and/or related services at a Mooring, we will confirm the agreed price by providing you with a proposal which will be us making an "offer" to you. To accept the offer, you will need to confirm to us by telephone that you wish to proceed to book a Berth and/or related services so that we can take your payment details. The contract between us will be formed when we have taken your payment details. We will then advise you that your Booking is confirmed. Telephone bookings may be subject to an administration charge, details of which will be advised to you before the contract is formed; except as referred to in condition 8(f), this telephone booking administration charge is non-refundable.

4a. Consumer rights

If you are contracting as a consumer (i.e. you are not making this contract in the course of business), you may cancel the contract at any time within fourteen days, beginning on the day your booking is confirmed or, in the case of a renewal, at any time within fourteen days beginning on the day after your renewal is confirmed. Within If you decide to cancel your contract within that period, you will receive a full refund of the price paid by you for your Booking less any days used. To cancel the contract, you must inform us in writing at booking@sorbonestates.com. Please note that this right to a refund does not affect your statutory rights.

5. Payment methods, receipts & increase in prices

(a) We currently accept payment for Berth and/or related services at a Mooring by credit card and debit card. Your booking confirmation is your receipt for payment.

(b) You may receive a notification from us inviting you to renew your Booking before or after expiry of the Booking Period. We may increase our prices from time to time and we will notify you in writing either by post or email if our prices will increase in respect of any subsequent period. You can decide whether to allow your contract to renew for a further period.

6. Your Booking

(a) When you book a Berth through the Website or Booking Line, you will be given a Booking Reference unique to your Booking. This confirms that you have a space to moor for the Booking Period specified in your Booking but does not guarantee you a specific Berth or confer upon you any element of exclusivity in or over any part of the Nominated Mooring(s).

(b) The Booking you make is non-transferable, either from you to someone else or between different Moorings.

(c) The Booking you make is valid only for the Booking Period and at the price specified in your Booking, and for the Nominated Mooring. Prices are subject to change and quotes provided are valid at the time of Booking only. Please check your Booking before confirming payment, as mistakes cannot always be rectified and may be subject to a re-booking or amendment charge.

(d) When you enter and exit the Nominated Mooring, it is imperative that you follow the instructions you have been issued within your Booking confirmation.

(e) Details of what you will need to display at the Nominated Mooring will be sent with your Booking Confirmation. Failure to do this may result in the issue to you of a contravention notice.

(g) The Booking Period and price charged for when you book is calculated on the basis of the date(s) you select when making your Booking. If your date changes from the Booking Period, and as a result your actual time in the Nominated Mooring differs from the Booking Period, you may be liable for an additional charge and/or the issue to you of a contravention notice.

(h) If you are a consumer, the price for the Booking shall be inclusive of VAT. If you are a business customer, all costs and taxes will be detailed in the receipted VAT invoice relating to the Booking Period, for which payment has been made and which we will send to you upon request.

(i) You must not conduct any activity in connection with the selling, hiring, disposal of vessels, provision of goods or services or any other business at the Nominated Mooring(s) without prior written permission from us, failing which we shall be entitled to immediately terminate any Booking that you have with us at that time.

(j) If you replace your vessel during the Booking Period you must notify us of the new vessel details before using your replacement vessel in that Nominated Mooring.

(k) It remains your responsibility to make arrangements with us for the renewal of any Booking for any subsequent period(s) in good time before expiry of the Booking Period. We make no guarantee that a particular resource or location will be available on expiry of the Booking Period, nor that there will be any exclusivity period in relation to any renewal.

(l) You agree to pay to us interest on the Fee or other payments at the rate of 6% per cent per annum above the base rate of Barclays Bank plc from time to time, calculated on a daily basis from the due date until payment if you shall fail to pay any fees or any other payments due under these terms and conditions, on the due date.

6a - Access and re-location of vessels

(i) We reserve the right to refuse the admission of any vessel to any Nominated Mooring for any reason whatsoever.

(ii) We reserve the right to move vessels within a Nominated Mooring using whatever method we consider appropriate to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Nominated Mooring.

(iii) We additionally reserve the right to use a lawful authority to remove any vessel to another reasonably convenient Mooring, whether or not operated by us, where the Nominated Mooring has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Nominated Mooring has to be evacuated in an emergency.

(iv) To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this section 6a, we reserve the right to move any vessel onto a public mooring or remove any vessel from the water. In doing so we will take reasonable care of the vessel.

6b - Abandoned vessels

(i) We are entitled to regard as abandoned any vessel left in a Nominated Mooring for more than 28 days without prior notification and which is not known by us to be covered by a valid booking.

(ii) We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vessel, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vessel.

(iii) Before proceeding with the disposal or sale of abandoned vessels we will:

- a) refer the matter to the appropriate authorities; and
- b) affix a notice to the vessel at least 7 days before the date on which we propose to remove the vessel stating that the vessel will be removed and sold when that period expires.

(iv) Abandoned vessels will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vessel is in our possession.

(v) Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vessel and paid over on proof of entitlement.

6c - Use of the Berth and the Mooring

a. You agree:

- i. To keep the Berth clean, tidy and clear of rubbish and not deposit rubbish in or about the Mooring;
- ii. Not use the Berth other than for the Permitted Use.
- iii. Unless specified in your Booking, not to use the Mooring for permanent residential purposes and only for recreational and holiday purposes only/ and for temporary accommodation purposes only.
- iv. Not to allow any other person to use the Berth.
- v. Not to make any alteration or addition whatsoever to the Berth or display any advertisement, signs or notices at the Berth.
- vi. Not to do on or in the Berth anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or any occupier of neighbouring property or any occupier of other berths within the Mooring.
- vii. Not to cause or permit to be caused any damage to the Berth, the Mooring or any neighbouring property; or any property of other occupiers of other berths within the Mooring or any neighbouring property and to make good any damage caused as soon as possible to the reasonable satisfaction of us and to pay full compensation to us for any damage caused that is not made good and any loss which is directly or indirectly caused by the damage.
- viii. Not to obstruct any of the entrances to or exits from the Mooring or obstruct access to any other berths within the Mooring.
- ix. Not to take into or keep on or in the Berth any motor fuel or lubricating oil except that inside the fuel tank and engine of the Vessel.

- x. Not to maintain, repair (except mechanical repair in cases of breakdown or other emergency) or refill the petrol tank of the Vessel on or in the Berth or in the vicinity of the Mooring other than at designated facilities.
 - xi. Not to empty any bilge tanks, septic tanks or any other similar container (or any waste generally) into the water whilst on the Berth or in the vicinity of the Mooring other than at designated facilities.
 - xii. To dispose of all waste and refuse in a responsible manner away from the Mooring. No refuse should be thrown overboard or left on any pontoons, the Berth or the Mooring.
 - xiii. Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Berth, or any statutory provision, regulation or bye-laws made by a Competent Authority with regard to the use of the Berth and/or the Vessel.
 - xiv. Not to do anything that will or might vitiate in whole or in part any insurance effected by us or any other person in respect of the Mooring or any other property from time to time or cause the premium to increase.
 - xv. To observe any rules and regulations which us makes and notifies to you from time to time governing your use of the Berth and/or the Mooring.
 - xvi. Not to permit any vessel other than the Vessel (and its own registered dinghy or tender) to use the Berth - double mooring of boats is strictly prohibited.
 - xvii. Not to bring (or allow any invitees to bring) or park a motor vehicle onto the Mooring and/or any other part of our neighbouring property without our prior consent.
 - xviii. Not to fish on or about the Mooring (including its surrounding grounds, and riverbanks) nor from the Vessel whilst moored in the Berth or in the vicinity of the Mooring.
 - xix. Not to bring any animals to the Berth (or to the Mooring) other than dogs kept as domestic pets belonging to you. We reserve the right to prohibit you from bringing such dogs if they cause a nuisance to us or the other users of the Mooring. Dogs must be kept on a lead and under control at all times and you must remove any faeces deposited by your dogs and shall be solely liable for the actions of any dog(s) which are brought on to the Mooring or the Berth.
- b. You hereby warrant that you are the legal and beneficial owner(s) of the Vessel.

6d - Obligations regarding the Vessel

- a. You warrant that the Vessel is (and at all times during the Booking Period will remain) properly registered and holds all Necessary Consents from any relevant Competent Authority, including but not limited to a Boat Safety Scheme Certificate (or any similar or replacement certification scheme from time to time in force).
- b. You agree:
 - i. Before the date of these Terms and Conditions and thereafter upon reasonable request by us during the Booking Period, to supply to us with:
 - a. a copy of the Vessel's current insurance policy;
 - b. a copy of the Vessel's Boat Safety Scheme Certificate (or any similar or replacement certification scheme from time to time in force); and

- c. copies of any other Necessary Consents which may reasonably be required by us.
 - ii. To keep the Vessel adequately insured during the Booking Period and such insurance shall include (but shall not be limited to) appropriate third party liability (of not less than 2 million pounds), fire and consequential damage cover.
 - iii. To take all necessary precautions against the outbreak of fire upon the Vessel.
 - iv. To maintain the Vessel in a good watertight and preservable state of repair.
 - v. To berth the Vessel in such a manner and position as we shall, in our absolute discretion, require.
 - vi. To be solely responsible for:
 - a. the safety of the Vessel;
 - b. ensuring that the Vessel is correctly moored and fendered with ropes of adequate strength to withstand weather conditions and any surge caused by passing craft.
 - vii. On entry and exit from the Berth or the Mooring, to navigate the Vessel at a speed and in a manner so as not to endanger or inconvenience other users of the Mooring.
- c. If the Vessel is sold or transferred during the Booking Period, to declare to us the gross sale price of the Vessel and pay to us, within 7 days of the date of completion of the sale or transfer, commission calculated at 4% of the gross sale price plus VAT.

6d- Security of your vessel

- (a) We are not responsible for any consequence or loss arising from a failure by you to properly secure your vessel.
- (b) We may install CCTV cameras in the Nominated Mooring at our discretion to assist in its proper running. Whilst the cameras may act as a deterrent to criminal activity, we do not make any representation as to the coverage provided or guarantee of the security of your vessel if CCTV is installed in the Nominated Mooring.

6e – Rates and outgoings

THIS SECTION 6E WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER

Where applicable, you agree and undertake to pay any business rates, taxes and other impositions and outgoings payable in respect of your use of the Nominated Mooring to the relevant party. If any such rates, taxes or other impositions and outgoings are payable together with other property (including the remainder or any other part of the Nominated Mooring) you shall pay a fair proportion (determined conclusively by us except as to questions of law and in the absence of any manifest error) of the total.

6f – Mooring Charge Notices

- (a) If you do not comply with our Terms and Conditions we may issue you with a Mooring Charge Notice requiring you to pay any unpaid Mooring charge(s), together with an additional amount

representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the “**Mooring Charge**”). Specific details about the Mooring Charge payable are available in each Nominated Mooring.

(b) Details/information relating to how to pay the Mooring Charge, deadlines for payment, what will happen if you do not make payment within the stipulated deadline, and the appeal process will be set out on the Mooring Charge Notice.

(c) By Mooring your vessel in the Nominated Mooring, you consent to us capturing, using and processing information about the Vessel and personal details via CCTV for enforcement purposes, to calculate the relevant Mooring tariff (if applicable) and to recover any outstanding Mooring Charge. This information may be shared with 3rd parties who may provide administration, management and enforcement services on our behalf.

6g – Electricity Supplies

(a) You shall pay for all electricity consumed by the Vessel at the Berth at the prevailing rate charged by us from time to time, together with a reasonable management fee levied by us on such usage (which shall not be more than 15% of the gross usage).

Where the supply is metered

(b) You shall not be entitled to connect to the electricity supply until you have pre-paid an amount at the prevailing rate notified by us from time to time (“**the Electricity Credit**”).

(c) We shall be entitled to disconnect your electricity supply if the Electricity Credit is exhausted.

(d) If, at the end of the Booking Period, the balance of the Electricity Credit is more than the sum due from you, we shall either carry forward the credit balance to any renewal Licence entered into by you and us, or in the absence of such renewal, we shall return the credit balance to you within 14 working days of your written request.

Where the supply is token controlled

(e) payment for such supply shall be made by way of token(s) which are available for purchase from us.

(f) At the end of the Booking Period no reimbursement or refund shall be made by us in respect of any unused token(s).

(g) In all cases where the Berth has an electricity connection point you must;

- i. ensure that the electricity connection point remains locked when not in use.
- ii. not share the electricity connection any other vessel or third party.

6h – Water Supplies

You must ensure that any water outlets are locked whenever not in use and switched off. In the event of a hosepipe ban or similar event, the use of water may be restricted.

6i – No warranties for use or condition

(a) We give no warranty that the Berth possesses the Necessary Consents for the Permitted Use.

(b) We give no warranty that the Berth is physically fit for the purposes specified in these terms and conditions.

(c) We give no warranty as to the suitability of the Vessel to accept the supply of electricity provided by us. It is the responsibility of you to assess the Vessel's suitability for connection to the electricity supply. We do not accept any responsibility for any loss or damage arising out of the supply of electricity to the Vessel.

7. Nominated Mooring not available

(a) If we are prevented from or delayed in the carrying on of our business and obligations under our contract and/or these Terms and Conditions due to circumstances beyond our reasonable control (including acts of God, governmental action, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes), we reserve the right to:

(i) cancel your Booking; or

(ii) offer you a Berth and related services in an alternative Mooring than the Nominated Mooring to which the Booking relates. If you do not wish to accept our offer of an alternative Berth or related services, you may cancel your Booking or part of it through the Website or Booking Line.

(b) Where we are prevented from or delayed in the carrying on of our business and obligations under our contract and/or these Terms and Conditions due to Mooring operational reasons, we reserve the right to:

(i) cancel your Booking; or

(ii) offer you a Berth and related services in an alternative Mooring than that to which the Booking relates. If you do not wish to accept our offer of an alternative Berth or related services, you may cancel your Booking or part of it through the Website or Booking Line.

8. Cancellation and refund policy

(a) Cancellation by you - If you are a consumer and you did not cancel within the first 14 days in accordance with section 4a (Consumer rights), or if you are not a consumer, you may only cancel in the following circumstances:

You cannot cancel the Booking at any time during the Booking Period unless we have breached the agreement.

If you renew your Booking, save as set out in section 4a (Consumer Rights) you will not be able to cancel it at any point during that subsequent Booking Period and you will continue to be liable for purchase price of that subsequent Booking.

(b) Cancellation by us – Other than for the circumstances set out in 8(b) below, we may cancel the contract with you at any time by giving you notice specifying the termination date. If we do so, we will refund the unused portion of the relevant Booking Period from the termination date to the end of the Booking Period for which payment has been made.

(c) Cancellation by us for breach - We may also cancel the contract between us at any time on notice to you if you breach any of these Terms and Conditions or misuse your Booking in any way, such as (for example) transferring your Booking to another person or allowing another person

to use your Booking without our express prior consent. You will not receive any refund if we cancel your Booking due to breach of these Terms and Conditions or misuse.

(e) Refunds – Nominated Mooring not available for reasons beyond our reasonable control - If we cancel your Booking in the circumstances referred to in condition 7(a)(i), or you cancel your Booking in the circumstances referred to in condition 7(a)(ii), then we will refund the unused portion of the amount we have received in respect of your Booking. Please note that this right to a refund does not affect your legal rights. In such circumstances, we will not refund any telephone booking administration charge or credit card surcharge.

(f) Refunds – Nominated Mooring not otherwise available - If we cancel your Booking in the circumstances referred to in condition 7(b)(i), or you cancel your Booking in the circumstances referred to in condition 7(b)(ii), then we will refund the amount we have received in respect of your Booking and any telephone booking administration charge and/or any credit card surcharge previously charged. Please note that this right to a refund does not affect your legal rights. In such circumstances, no cancellation charge will apply either.

(g) Refund procedure - A refund will only be made where you can provide us with a pre-paid Booking Reference. Refunds are only made to the credit or debit card with which payment was originally made. We do not issue refunds by cheque.

(h) Failure to follow procedures - If you do not follow the cancellation and/or amendment procedures set out in these Terms and Conditions, no retrospective refund will be given after the entry time and date specified in your Booking.

(i) No other rights to refund - Save as expressly provided for in these Terms and Conditions, no refunds will be given in respect of any booking cancellation and/or amendment.

9. Your legal rights

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

10. Data protection

We will store, process and use all information regarding your personal details in accordance with the requirements of applicable Data Protection Laws. For further details on how we collect and use your information, please review our Website privacy policy details of which can be found at:

<https://www.sorbonestates.com/misc/privacy-statement/>

11. Entire agreement

THIS SECTION 11 WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER

(a) These Terms and Conditions (and any document expressly referred to in them) constitute the entire understanding between us in relation to their subject matter.

(b) We each acknowledge and agree that, in entering into our contract, neither of us has relied on any warranty or representation given by the other or implied from anything said or written in negotiations between us prior to entering into our contract except as expressly set out in these Terms and Conditions.

12. Variation of Terms and Conditions

(a) We reserve the right to amend these Terms and Conditions or withdraw the right to Mooring and/or related services in future, at any time.

(b) Nothing said or done by any of our representatives is capable of varying these Terms and Conditions.

13. 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 the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under our contract or any of these Terms and Conditions, 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.

14. Severance

If any of these Terms and Conditions (or any provision of our contract) is found by a competent authority to be invalid, unenforceable, or illegal, such term shall, to the extent that it is unenforceable, invalid or unlawful, be severed from the remaining terms and conditions, which shall continue to be valid to the fullest extent permitted by law.

15. Communications

Applicable laws require that certain communications or information we send to you should be in writing. By providing us with your email address as part of your booking for a Berth and/or related services, you agree to this electronic means of communication, and you acknowledge and agree that all contracts, notices, information, and other communications we provide to you electronically comply with any legal requirement that such communication be in writing.

You must send any notices required to be given by you in writing and to our registered office address, details of which are set out above.

16. Transfer of rights and obligations

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

(b) 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. 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.

17. Our Group Companies

We reserve the right to perform any of our obligations or exercise any of our rights under these Terms and Conditions through any other member of the same group of companies. This will not affect your rights under these Terms and Conditions.

18. Our liability

- (a) We will use reasonable skill and care in performing our 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.
- (d) 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 Booking:
- (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.
- (e) 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.
- (f) 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).

19. Governing law and jurisdiction

These Terms and Conditions are governed by, and shall be construed in accordance with, English law. If you are a consumer, you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England.