

Sell to Chards

INTERNAL USE ONLY:

PO NUMBER	GOLD	SILVER	PLATINUM	PALLADIUM

CHARDS
 COIN AND BULLION DEALER
 SINCE 1964

PLEASE SEND ALL STOCK TO:

Chards Coin and Bullion Dealer, 32-36 Harrowside, Blackpool, Lancs, FY4 1RJ

DESCRIPTION	BOUGHT FROM US?	QUANTITY	PRICE	TOTAL
TOTAL AMOUNT				

I hereby certify that:

- I understand that payments will not be made to third parties.
- I have read and accept Chards' Purchasing Terms and Conditions which are included on the back of this form and available online at www.chards.co.uk/info/terms and on request in larger font.
- Items enclosed are mine to sell and are authentic and to the best of my knowledge the details on this form are correct.
- All items are subject to verification and where applicable, payment will be made based on the price of the metal at the point of receipt unless otherwise agreed.
- I understand that Chards reserve the right to decline any purchase and have a legal obligation to report any attempted sale of counterfeit items.
- In the unlikely event of an overpayment by Chards to your account, or any financial discrepancy, you are legally responsible to return these funds to us within 24 hours.

All consignments are weighed prior to opening and opened under a camera if you are not present. Please ensure this form is printed, filled in and signed before enclosing in your package and sending to us. We are under no obligation to buy the goods and can return them to you at your discretion.

NAME		DOB	
ADDRESS		POSTCODE	
EMAIL		CONTACT NO.	
SIGNED		DATE	
JOIN OUR MAILING LIST <small>Chards will not share your data or personal information with any third parties, unless requested by HMRC or legal enforcement agencies.</small>			YES NO

Please ensure your bank details are correct. Mistakes cannot be rectified once payment has been made.

<i>Account Name</i>	<i>CHAPS/Same day transfer*</i> <small>(£20 Charge) Please tick</small>
<i>Account No.</i>	<i>Sort Code</i>

*Subject to availability

INTERNAL USE ONLY:

Date	Post In-Store	Weight of Parcel	Staff Check		
Total Amount	Deductions	BT Total	Cash Total	CHQ Total	PEX Total
PO No.	Special Instructions			Payment Sent	

The Customer's attention is drawn in particular to Condition 10.

These terms and conditions (Conditions) are the terms on which Chard (1964) Limited (Chards) purchases Goods from Customers (both as defined below). These Conditions supersede all other terms and conditions and apply to the purchase of Goods by Chards to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and the Customer hereby waives all rights it may have to rely on the same.

1. Defined Terms

BIS Form: the Chards Buy-in Service Form issued by Chards to the Customer and completed and signed by the parties.
Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Chards Packaging: tamper proof packaging for the Goods (including a tamper proof box, tamper proof tags, bubble wrap and any other packaging material required by the Customer) issued by Chards to the Customer in accordance with Condition 3g.
Customer: the person, firm, company, organisation or other entity selling (or seeking to sell) Goods to Chards.
Goods: gold, silver, platinum, palladium and other precious metal goods (including UK coins, bars and medallions); brass, copper and other base metal goods (including UK coins); and jewellery products, and any other similar products a Customer wishes to sell to Chards and which Chards is interested in purchasing.
Inspected Goods: Goods which have been inspected by Chards pursuant to Condition 2b.
Packaging Cost: has the meaning set out in Condition 3h.
Price: the price Chards is willing to pay for the Goods, as per Condition 2b.
Purchase Confirmation: acceptance by Chards that Chards is prepared to purchase the Inspected Goods from the Customer.
Showroom: Chards' showroom at 32-36 Harrowside, Blackpool FY4 1RJ (SatNav: FY4 1LY).
Sell to Chards Form: a form available to download from the Website, which the Customer should complete prior to sending any Goods to Chards for sale.
Website: Chards' website hosted at www.chards.co.uk, or such other address as Chards may specify from time to time.

2. Inspection

a. The Customer shall inform Chards of the Goods it wishes to sell to Chards by delivering the Goods to the Showroom in accordance with Condition 3.
b. On receipt of Goods from the Customer, Chards shall weigh and inspect the Goods to check they conform to the Goods specified in the Sell to Chards Form or the BIS Form or as otherwise described by the Customer (Inspection) and to determine the price Chards is willing to pay for the Goods (the Price).
c. If the Goods have been delivered in person and the Customer remains present for the Inspection, the Inspection will be conducted in front of the Customer where possible. If this is not possible or where the Customer is not present for the Inspection (including where the Goods have been sent by post to Chards) the Inspection will be conducted under a camera and will be filmed.
d. In some cases, it may not be possible to conduct the Inspection at the time the Customer arrives at the Showroom due to unavailability of a specialist valuer or otherwise. In particular, jewellery products may need to be left with Chards for later inspection. The Customer shall ordinarily be given the option to leave the Goods with Chards for inspection at a later date, unless Chards is unable or unwilling to store the Goods on behalf of the Customer.
e. If precious metal Goods are not hallmarked, then the Customer must pay a fee (as set by Chards from time to time) for inspection if the Goods turn out not to be made of the precious metal described. Such fee shall be deducted from the Price payable by Chards or (if the Customer decides not to sell the Goods) must be paid to Chards in cash or via the Website prior to Chards returning the Goods to the Customer in accordance with Condition 6a.
f. If expressly requested by the Customer, Chards may conduct testing as part of the Inspection process.
The Customer acknowledges and accepts that such acid testing and/or cleaning may damage the Goods causing a reduction in the value of the Goods. In no circumstances shall Chards be liable for any loss or damage to the Goods whatsoever caused by acid testing undertaken at the Customer's request and/or cleaning the Goods.
g. Chards may be required to clean the Goods during the Inspection (particularly jewellery products and coins). The Customer acknowledges and accepts that such cleaning may damage the Goods causing a reduction in value to the Goods, in particular by loosening the stone settings in jewellery products. In no circumstances shall Chards be liable for any loss or damage to the Goods whatsoever caused by Chards cleaning the Goods for the purpose of inspection.
h. If, following Inspection Chards determines that the Goods are not genuine, Chards shall notify the Customer in writing or verbally. The Goods shall be returned to the Customer or may be collected by the Customer in accordance with Conditions 7a and 7b.

3. Delivery

a. The Customer shall deliver the Goods to the Showroom:
b. by hand;
c. via a delivery service; or
d. in Chards Packaging (where applicable), in which case Chards shall arrange for the Goods to be collected from the Customer.
e. If the Customer is using a delivery service, Chards strongly recommends that Goods are delivered by courier or Royal Mail Special Delivery and that Goods of a value of £2,500 or more are only brought into the Showroom in person or (if the value of the Goods is less than £2,000) delivered in Chards Packaging as per Condition 3g below.
f. The Customer shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Showroom in good condition.
g. If the Customer wishes to use Chards Packaging it shall inform Chards via telephone and provide a description of the Goods and address for collection of the Goods. The Chards Packaging shall only be available for bullion Goods and other Goods at Chards' discretion. The parties shall agree a date and time for collection of the Goods, as confirmed in the BIS Form issued to the Customer. Chards shall send to the Customer the Chards Packaging in accordance with the procedure set out in the BIS Form. Goods which are delivered in Chards Packaging shall be insured by Chards on the Customer's behalf, up to a maximum value of £20,000 per parcel, in accordance with Condition 3q.
h. Unless agreed otherwise, the Customer shall be responsible for the cost of delivery of the Goods to the Showroom. Where the Customer uses Chards Packaging, the Customer shall be liable to pay Chards a fee to cover the cost of insurance of the Goods during transit, which fee shall be calculated by reference to the value of the Goods (as determined by Chards on the description of the Goods provided by the Customer) as specified on the Website (the Packaging Cost). If Chards' courier is unable to collect the Goods from the agreed address at the agreed time and date, the Customer shall be liable to pay Chards an additional fee (the amount of the fee shall be determined by Chards and added to the Packaging Cost). If Chards issues a Purchase Confirmation for the Goods and the Customer accepts such Purchase Confirmation in accordance with Condition 9, the Packaging Cost shall be deducted from the Price. In all other cases, the Customer must pay the Packaging Cost to Chards in full prior to return of the Goods to the Customer in accordance with Condition 6a.
i. If the Goods are being delivered via a delivery service, the Customer shall ensure that each delivery of the Goods is accompanied by:
j. a Sell to Chards Form or a covering letter specifying the Customer's details, the type and quantity of Goods the Customer is seeking to sell, and the Customer's payment details;
k. a delivery note which specifies:
l. any special storage or handling instructions;
m. if the Goods are being delivered by instalments and if so, the outstanding balance of Goods remaining to be delivered; and
n. whether the Customer requires Chards to return any packaging material to the Customer. The return of any such packaging material will be at the Customer's cost.
o. Where the Goods are jewellery products, the Customer may be asked on delivery to provide proof of ownership in the form of a receipt or an insurance valuation for the Goods.
p. Where the Customer uses a delivery service, delivery of the Goods shall occur when a Chards' staff member signs to accept delivery of the Goods at the Showroom. If the Customer chooses to use standard postal delivery or another non-signed for service, it shall be the Customer's responsibility to prove the Goods have been received by Chards. If the Customer delivers the Goods in person, delivery of the Goods shall occur upon the Customer handing over the Goods to Chards at the Showroom and Chards issuing the Customer with a receipt for delivery (Delivery Receipt). No Delivery Receipt will be issued if the Customer is not required to leave the Goods with Chards for Inspection. Where the Customer uses Chards Packaging, delivery of the Goods shall occur on collection of the Goods by Chards' courier from the agreed address.
q. Where the Customer uses Chards Packaging, Chards will provide insurance to cover loss of Goods during transit to the value of the Goods (which value shall be based on the metal value of the Goods as determined by Chards from the Customer's description of the Goods) up to a maximum value of £20,000 per parcel. Chards' liability in respect of any loss of Goods during transit will be limited to any amounts received from the insurer under such insurance, and Chards shall pass on any sums received to the Customer.
r. Chards accepts no liability whatsoever: (i) for any damage to the Goods which occurs during transit to the Showroom (regardless of the delivery method chosen by the Customer pursuant to Condition 3a); or (ii) for any Goods which are lost or stolen during transit to the Showroom where: (A) the Customer uses a delivery service; or (B) the Customer sends Goods to Chards using Chards Packaging which has a value of more than £20,000 per parcel.

4. Purchase Confirmations

a. Following an Inspection, Chards shall inform the Customer whether it wishes to purchase the Inspected Goods and if so, the Price Chards is willing to pay for the Goods. Nothing in these Conditions shall impose an obligation on Chards to issue a Purchase Confirmation and/or to purchase any Goods from the Customer, nor an obligation on the Customer to accept any Purchase Confirmation.
b. If Chards wishes to issue a Purchase Confirmation, Chards shall inform the Customer in writing, or (if orally) shall confirm in writing within two Business Days in the form of a purchase order form specifying the type and quantity of the Inspected Goods Chards wishes to purchase, together with the Price and the relevant purchase order number. Each party shall use the relevant purchase order number in all subsequent correspondence relating to the Purchase Confirmation.
c. Each Purchase Confirmation constitutes an offer by Chards to purchase Goods in accordance with these Conditions and shall remain valid and capable of acceptance for 48 hours only (the Acceptance Period).
d. If the Customer does not accept a Purchase Confirmation within the Acceptance Period, Chards may at its discretion issue a revised Purchase Confirmation for the Goods, and amend the Price and/or charge an admin fee for issuing a new Purchase Confirmation, and such Purchase Confirmation shall remain valid and capable of acceptance for the Acceptance Period. If Chards does not issue a revised Purchase Confirmation, the Goods shall be returned to the Customer or may be collected by the Customer in accordance with Conditions 6a and 6b.
e. Each Purchase Confirmation shall be accepted on the earlier of: (a) the Customer issuing a written or verbal acceptance of the Purchase Confirmation; and (b) the Customer doing any act consistent with accepting the Purchase Confirmation. Upon acceptance of the Purchase Confirmation, a contract for the supply and purchase of Goods will come into existence between Chards and the Customer on the terms set out in these Conditions.
f. Chards may at any time prior to acceptance of a Purchase Confirmation by the Customer amend or cancel the Purchase Confirmation by informing the Customer, without liability to the Customer.
g. Once a Purchase Confirmation has been accepted by the Customer (including orally over the telephone or in person), it cannot be cancelled or amended without the prior consent of both parties. The Goods may be resold by Chards as soon as the Customer has accepted a Purchase Confirmation.
h. Chards shall inform the Customer in writing or verbally if it decides not to issue a Purchase Confirmation and the Customer shall inform Chards in writing or verbally if the Customer decides not to accept a Purchase Confirmation or otherwise withdraw the offer to sell the Goods. In each case, the Goods shall be returned to or collected by the Customer in accordance with Condition 7a below.

5. Price

a. The Price payable for the Goods shall be determined by Chards in its absolute discretion.
b. The price of Bullion Goods (coins, bars and medallions made of precious metals) shall be based on the weight of the Goods and calculated using the applicable UK rate. The rate shall be set according to the live UK rate for the relevant metal at the time when Chards opens the parcel containing the Goods on the day of receipt. Chards' determination of the weight of the Goods (using Chards' equipment), the time of opening the parcel and the applicable UK rate shall be conclusive. The price of other precious metal Goods and base metal Goods shall be determined by market value (as assessed by Chards in its sole discretion).
c. In respect of Jewellery Goods, the price Chards is willing to pay for the Goods shall be based on the type of gemstone and precious metal within the Jewellery Goods which are not hallmarked shall be subject to a lower rate than that offered for hallmarked Goods.

d. The Customer may telephone Chards in advance of delivery of the Goods to Chards or, if the Customer is using Chards Packaging, the date when the Goods are collected by Chards' courier, and obtain a fixed rate for bullion Goods in accordance with the live UK rate at the time of such telephone call or date of collection (as applicable). Chards will honour this rate upon receipt of the Goods, provided the Goods are as described by the Customer and: (i) are received by Chards within 24 hours of the rate being fixed by telephone or (ii) if the Customer is using Chards Packaging, the Goods are collected by Chards' courier on the agreed date. If the Goods are not received within such period or, if the Customer is using Chards Packaging, Chards' courier is not able to collect the Goods on the agreed date, Chards may elect, in its sole discretion, to use the fixed rate or the live rate at the time of opening the parcel on the day of receipt. If the Customer re-negotiates the rate following agreement of a fixed rate, Chards may, in its sole discretion, charge the Customer an admin fee for such rate alteration. Irrespective of a fixed rate, the Price will be determined on the weight of the Inspected Goods.
e. The Price (including for bullion based on the applicable UK rate) will be reduced if the Goods are (in Chards' sole opinion) marked, damaged or worn or are not as described.
f. Chards shall inform the Customer of the Price at the time of issuing the Purchase Confirmation.
g. Unless agreed otherwise, the Price excludes any amounts in respect of value added tax (VAT), which Chards shall additionally be liable to pay to the Customer at the prevailing rate, subject to the receipt of a valid VAT invoice from the Customer. No additional charges shall be payable by Chards unless agreed in writing with the Customer. In particular, Chards shall not be liable to reimburse the Customer for any sums paid by the Customer in respect of insurance, packaging and/or delivery.

6. Payment

The Customer may elect to receive payment for the Goods: (a) by bank transfer or CHAPS transfer to the bank account specified by the Customer in (b) writing; (b) by cheque addressed to the Customer; or (c) in cash. These payment methods are subject to the following Conditions:
i. Chards may in its sole discretion decline to make payment by CHAPS without reason;
ii. payment by CHAPS will incur a £30 fee which shall be deducted from the Price;
iii. if the Customer requests payment in cash, the Customer must provide photographic personal identification notwithstanding the price payable for the Goods and attend Chards' showroom in person to receive the cash on such date and time directed by Chards; and
iv. payment in cash may be subject to a fee, in Chards' sole discretion, which shall be a percentage of the Price.
a. Regardless of the payment method requested by the Customer, if the Price is over £5,000, Chards will require personal identification in line with HMRC requirements (two forms of personal ID if the Customer is an individual and, if the Customer is a business, one form of personal ID from an individual within the business who has authority to sell the Goods to Chards). Chards will accept the following forms of ID: (i) a recent utility bill; (ii) a valid driving licence; or (iii) a valid passport.
b. Chards shall inform the Customer at the time of issuing the Purchase Confirmation when payment for the Goods shall be made.
c. Chards may in its sole discretion make payment in instalments. Chards shall inform the Customer at the time of issuing the Purchase Confirmation whether payment is to be made in instalments, specifying the number of instalments to be made and the respective payment dates.
d. If Chards mistakenly pays the Customer more than the Price for the Goods (due to a human error, system malfunction or otherwise), the Customer shall immediately refund to Chards (using the same payment method) such overpayment upon becoming aware of the same (whether notified by Chards or otherwise).
e. Chards may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Customer whatsoever against any amounts payable by Chards to the Customer pursuant to a Purchase Confirmation.

7. Returns

a. If Chards informs the Customer following Inspection that the Goods are not genuine or not as described, or Chards otherwise decides not to issue a Purchase Confirmation, or the Customer decides not to sell the Goods to Chards (either by choosing not to accept a Purchase Confirmation or by failing to decline or accept a Purchase Confirmation within the Acceptance Period), the Customer shall pay Chards a fee (to be determined by Chards in its sole discretion) for the cost of returning the Goods to the Customer (Return Cost). The Return Cost must be paid by the Customer in full via the Website before Chards will return the Goods. The Return Cost includes the cost of insurance, packaging and delivery, and shall be calculated by reference to the value of the Goods as determined by Chards, as such costs are specified on the Website. Chards shall arrange for the Goods to be insured up to the value of the Goods (subject to a maximum insurance value of £20,000 per parcel). If the Customer disagrees with Chards' valuation of the Goods, the Customer is strongly advised to collect the Goods from the Showroom as soon as possible or arrange its own insurance for the Goods during transit.
b. Alternatively, the Customer may collect the Goods from the Showroom within five Business Days. If collecting the Goods, the Customer must bring proof of postage or the Delivery Receipt (as applicable).
c. If the Customer fails to pay the Return Cost (and/or other outstanding sums, including the Packaging Cost) or fails to collect the Goods within 28 days, Chards shall store the Goods for a maximum period of 6 months, at the Customer's cost. If the Goods are still in Chards' possession following this 6 month period, Chards shall be entitled, without liability to the Customer, to dispose of the Goods (including by selling the Goods to a third party).

8. Title and risk

a. Where the Customer uses a delivery service or delivers the Goods in person, risk in the Goods shall remain with the Customer until completion of delivery to Chards in accordance with Condition 3p above. If the Customer delivers the Goods by hand and is not required to leave the Goods with Chards for inspection, risk in the Goods shall remain with the Customer whilst at the Showroom. Where the Customer uses Chards Packaging, risk in the Goods shall remain with the Customer until Chards receives the Goods from its courier.
b. In respect of any Goods that are not genuine or which Chards does not wish to purchase, or which the Customer chooses not to sell to Chards (either by choosing not to accept a Purchase Confirmation or by failing to decline or accept a Purchase Confirmation within the Acceptance Period) risk in those Goods shall transfer back to the Customer upon the earliest of: (i) receipt of the Goods by the Customer; (ii) the Customer collecting the Goods; (iii) five Business Days following Chards informing the Customer that it does not wish to issue a Purchase Confirmation or the Customer informing Chards it does not wish to accept the Purchase Confirmation (as applicable); or (iv) five Business Days after the Acceptance Period has lapsed.
c. For so long as the Goods are held at Chards' risk and until title in the Goods has transferred to Chards, Chards shall maintain in force, with a reputable insurance company, appropriate insurance up to the value of the Price for such Goods (as determined by Chards in its sole discretion (or, if applicable, Chards' insurer)). Such insurance shall cover loss of or damage to the Goods as a result of accidental damage, fire or theft whilst stored at the Showroom.
d. If the Goods are lost or damaged during delivery from Chards back to the Customer, Chards shall submit a claim to the courier service or the insurer and shall pass on any sums received by Chards to the Customer, but otherwise Chards accepts no liability whatsoever for any such loss or damage.
e. Title in the Goods shall transfer to Chards as soon as the Customer accepts a Purchase Confirmation for the Goods (including over the telephone).
f. If the Goods have not been purchased by Chards, but remain in Chards' possession following the 6 month period referred to in Condition 7c, title to the Goods shall immediately transfer to Chards at the end of such 6 month period.
g. Chards recommends the Customer also obtains its own insurance: (i) to cover the risk of damage during transit to the Showroom (respective of the delivery method chosen by the Customer pursuant to Condition 3a); (ii) to cover the risk of loss of or damage to the Goods during transit to the Showroom where the Customer uses Chards Packaging for Goods which have a value of more than £20,000 per parcel, or in the event that the Customer disagrees with Chards' valuation of the Goods based on the description of the Goods provided by the Customer; (iii) to cover the risk of loss or damage to the Goods whilst at the Showroom in the event that the Customer disagrees with Chards' valuation of the Goods determined during the Inspection; and (iv) to cover the risk of loss or damage during transit to the Customer where the Goods being returned to the Customer have a value of more than £20,000 per parcel or in the event that the Customer disagrees with Chards' valuation of the Goods.

9. Warranties

The Customer hereby warrants, represents and undertakes that in respect of any Goods delivered to Chards for sale:
a. the Customer has full legal and beneficial title to and is entitled to sell the Goods;
b. the Goods do not and use of them shall not infringe the intellectual property rights, moral rights or other proprietary rights of any third party; and
c. on delivery, and for a period of 12 months after delivery, the Goods shall:
i. conform with the Customer's description of them;
ii. be free from material defects in design, material and workmanship;
iii. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended); and
iv. comply with all applicable statutory and regulatory requirements.

10. Liability

a. Nothing in these Conditions shall limit or exclude Chards' liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation and for any other liability if and to the extent that such liability cannot be limited or excluded by law.
b. Subject to Condition 10a above, Chards' total aggregate liability to the Customer in respect of all losses however arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods, or (if no Inspection has taken place) the value determined by Chards based on the description of the Goods provided by the Customer prior to delivery of the Goods.

11. General

a. Any words following the terms "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.
b. Nothing in these Conditions shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties. Neither party shall have the authority, and shall not hold itself out, to permit any person to hold itself out, as being authorised to bind the other party in any way, and shall not do any act which might reasonably create the impression that it is so authorised.
c. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Conditions.
d. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver or abandonment of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
e. These Conditions (and any document expressly referred to in them) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the supply of Goods to Chards.
f. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.
g. Chards may at any time, without the consent of the Buyer, assign, transfer, mortgage, charge, subcontract or otherwise deal in any manner with all or any of its rights or obligations under these Conditions. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or otherwise deal in any manner with any or all of its rights and obligations under these Conditions without the prior written consent of Chards.
h. The terms of these Conditions are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
i. No variation to these Conditions shall be effective in respect of a Purchase Confirmation made under them unless it is in writing, expressly stated to vary and supersede these Conditions, and is signed by the parties (or their authorised representatives).
j. These Conditions and each Purchase Confirmation and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions and any Purchase Confirmation, their subject matter or formation. Notwithstanding the foregoing, nothing in these Conditions shall prevent Chards from taking court proceedings or bringing claims in any jurisdiction in which the Customer is resident and/or has assets.