

cinchServicing, MOTs and in-Store Goods and Services at Marshall – Terms and Conditions

We've partnered with Cinch Cars Limited (**cinch**) to be able to offer you cinch products and services at participating Marshall dealerships. cinch and Marshall are both part of the Constellation Automotive Group, the largest vertically integrated digital car marketplace in Europe.

cinch is removing the faff from managing vehicles and wants to make legal documents a cinch for anyone to understand. If you have any doubts or suggestions regarding the content of this document, please contact us and we'll do our best to help.

Please note: cinchServicing is not a manufacturer service. Your attention is drawn to section 5.3 below.

1. These terms

- 1.1 Through our connection with cinch we're able to offer a selection of cinch products and services at some of our Marshall dealerships (each a **Dealership**) to help keep you on the road.
- 1.2 This document sets out the terms and conditions (**Terms**) that apply to those cinch products and services, including car servicing, MOTs, oil and filter check and the provision (and fitting) of replacement parts. We call these our **cinch Products and Services**.
- 1.3 All cinch Products and Services supplied at our Dealerships are governed by these Terms. Should you choose to purchase a car through a Dealership, your purchase will be governed by our Terms and Conditions of Sale and Supply (available [here](#)) rather than these Terms.
- 1.4 We're happy to provide our cinch Products and Services to existing Marshall and cinch customers and we're also happy to provide our cinch Products and Services to customers new to Marshall or cinch. In other words, you don't need to have brought a car from Marshall or cinch to use our cinch Products and Services.
- 1.5 These Terms may change from time to time so please make sure you check these Terms each time you make a booking for cinch Products and Services.

2. Who are we?

- 2.1 When you book your vehicle into a Dealership for the provision of our cinch Products and Services, the supply of those products and services will be governed by these Terms as a legally binding contract between you and Marshall.
- 2.2 Marshall in these Terms refers to the subsidiary undertaking of Marshall Motor Holdings Limited who operates the Dealership where you make your booking (as stated on your booking confirmation and invoice).
- 2.3 Marshall Motor Holdings Limited is a company registered in England and Wales under company number 02051461. All subsidiary undertakings within Marshall have a registered office c/o Marshall Volkswagen Milton Keynes, Greyfriars Court, Milton Keynes, Buckinghamshire, MK10 0BN. The Marshall group VAT number is 213209019.

3. Eligibility

Our cinch Products and Services are only available to private individuals acting as a consumer. We do not accept bookings for cinch Products and Services from individuals operating in the course of a business. The price of any cinch Products and Services we advertise is for private consumers only.

4. Our contract with you to perform cinch Products and Services

- 4.1 You can ask us to provide cinch Products and Services by:
 - 4.1.1 contacting a Dealership in advance and speaking to our staff; or

4.1.2 visiting a Dealership and requesting one of our cinch Products and Services is performed while you wait (subject to availability).

4.2 Each of these actions is an offer by you to purchase cinch Products and Services from us in accordance with these Terms.

4.3 Your offer will only be deemed accepted by Marshall, and a contract for those cinch Products and Services formed, when we agree to perform the cinch Products and Services you've requested - this could be verbal agreement or when we commence work on your vehicle (whichever is sooner).

4.4 All cinch Products and Services will be carried out in the UK at one of our Marshall Dealerships.

5. What cinch Products and Services do we offer?

A: cinchServicing:

5.1 Servicing a vehicle with an internal combustion engine (ICE) (including hybrids): We offer three levels of servicing for a vehicle with an ICE. This includes hybrid vehicles. If you have a fully electric vehicle see section 5.2 below. You can choose from an Oil and Filter service, a Standard service or a Full service. The table below lists the checks that our technicians will carry out for each type of service. A indicates the item is included and a **X** indicates that item is not included. This coverage and price (as stated at the time you make your booking) is fixed and cannot be changed.

		Oil and Filter service ICE	Standard service ICE	Full service ICE
A service will include:				
1	Check battery condition			
2	Check anti-freeze content	X		
3	Add screen wash and top-up fluids (excludes anti-freeze)			
4	Check seatbelt operation and condition			
5	Check operation and condition of locks			
6	Check power steering fluid level			
7	Check visible drive belts			
8	Check air filter	X	X	
9	Check fuel cap operation and seal	X	X	
10	Visually check cooling system for leaks	X		
11	Check & adjust clutch cable freeplay (where applicable)	X	X	
12	Check for body defects	X		
13	Check operation of lights	X		
14	Check the horn is functional	X		
15	Check all mirrors	X		
16	Check washers and wipers	X		
17	Check the operation of the handbrake	X		
18	Remove all wheels, lubricate hub, refit and retorque	X	X	
19	Report on all tyre depths			
20	Inspect all tyre set pressure	X		

21	Check front brake pads and discs	✓	✓	✓
22	Check suspension dampers	✓	✓	
23	Check brake lining wear and tear	✓	✓	✓
24	Check brake wheel cylinders	✓	✓	
25	Check brake pipes and hoses	X	✓	✓
26	Steering safety check	✓	✓	✓
27	Check engine and gearbox for leaks	✓	✓	✓
28	Check the rear pads and discs/shoe (via inspection hole)	X	✓	✓
Under vehicle operations				
29	Drain and refill engine oil	✓	✓	✓
30	Fit new oil filter	✓	✓	✓
31	Check brake pipes and lines	X	✓	✓
32	Check exhaust system	X	✓	✓
33	Check for excessive oil leaks	✓	✓	✓
34	Fit new sump plug washer (where fitted)	✓	✓	✓
35	Fit new air filter	X	X	✓
36	Check aircon system	X	X	✓
Road test operation checks				
37	Brakes	X	✓	✓
38	Steering	X	✓	✓
39	Suspension	X	✓	✓
40	Engine & Gearbox / Check timing belt replacement date	X	✓	✓
41	Abnormal noises or issues	X	✓	✓
42	Check warning light	X	✓	✓
43	Check alignment	X	X	✓

5.2 Servicing an electric vehicle: We also offer servicing for fully electric vehicles (referred to as an **EV** in these Terms). If your vehicle has an internal combustion engine (ICE) or is a hybrid vehicle see section 5.1 above. We offer a Standard EV service or a Full EV service. The table below lists the checks that our technicians will carry out for each type of service. A ✓ indicates the item is included and a X indicates that item is not included. This coverage and price (as stated at the time you make your booking) is fixed and cannot be changed.

		Standard EV service	Full EV service
A service will include:			
1	Check battery condition	✓	✓
2	Add screen wash and top-up fluids (excludes anti-freeze)	✓	✓
3	Lubricate door locks	✓	✓
4	Check seatbelt operation and condition	✓	✓
5	Check operation and condition of locks	✓	✓
6	Check power steering fluid level	✓	✓
7	Check visible drive belts	✓	✓
8	Check electric housing cover/cap	✓	✓
9	Visually check cooling system for leaks	✓	✓
10	Check for body defects	✓	✓
11	Check operation of lights	✓	✓

12	Check the horn is functional	✓	✓
13	Check all mirrors	✓	✓
14	Check washers and wipers	✓	✓
15	Check the operation of the handbrake	✓	✓
16	Remove all wheels, lubricate hub, refit and retorque	✓	✓
17	Report on all tyre depths	✓	✓
18	Inspect all tyre set pressure	✓	✓
19	Check front brake pads and discs	✓	✓
20	Check suspension dampers	✓	✓
21	Check brake lining wear and tear	✓	✓
22	Check brake wheel cylinders	✓	✓
23	Check brake pipes and hoses	✓	✓
24	Steering safety check	✓	✓
25	Check rear pads and discs/shoe (via inspection hole)	✓	✓
Under the vehicle			
26	Check brake pipes & lines	✓	✓
27	Fit new sump plug washer (where fitted)	✓	✓
28	Fit new cabin/pollen filter	X	✓
29	Check aircon system	X	✓
30	Visual inspection of high voltage components and cables; check the charging status of the high voltage battery.	✓	✓
31	Vehicle inspection test and report (EVHC)	✓	✓
32	Check for Vehicle and Software enhancements	✓	✓
33	Diagnostic check including report	✓	✓
34	BEV inspection – Check the cable condition and charging socket function; charge if required (if less than 25% charge), check coolant level and antifreeze on the high voltage system.	✓	✓
Road test operation checks			
35	Brakes	✓	✓
36	Steering	✓	✓
37	Suspension	✓	✓
38	Heating system	✓	✓
39	Abnormal noises or issues	✓	✓
40	Check warning light	✓	✓

5.3 If your vehicle has the benefit of a manufacturer or retailer warranty, then in order for that warranty to remain valid the terms and conditions of that warranty may specify:

5.3.1 specific elements that need to be covered by a service; and/or

5.3.2 that a service needs to be carried out by a main dealer or another specific service provider/repairer.

Where your vehicle has the benefit of a third-party warranty it is your responsibility to ensure that a service through Marshall is suitable. The cinchServicing specifications may differ from those of a manufacturer service and will not be recorded in a service logbook as a manufacturer service. If you choose to service your vehicle through Marshall, Marshall will not be liable to you if this acts to invalidate the terms of any manufacturer or retailer warranty relating to your vehicle.

B: MOTs:

- 5.4** We offer MOTs. The MOT will test important items on your vehicle to check the vehicle meets legal standards. An MOT is different to a service (as described above) and doesn't cover the condition of the engine of your vehicle or the clutch and gearbox (if applicable).
- 5.5** The MOT will be carried out in line with the MOT inspection manual published by the Driver and Vehicle Standards Agency (DVSA). Further information on this can be found [here](#). The price (as stated at the time you make your booking) is fixed and cannot be changed. As a general guide (subject to change in line with DVSA standards) the MOT will test the following parts of your vehicle:

Interior checks	Seats and seat belts	Brake controls, servo operation
	Warning lamps	Steering wheel and column
	Switches (position lamp, headlamp, hazards)	Speedometer, driver controls (class 5 only)
	View to front, wipers and washers	Doors, mirrors, horn
Exterior checks	Registration plates	Shock absorbers
	Lamps, registration plate lamps	Mirrors, wiper blades and fuel tank cap
	Indicators, hazards	Glazing (class 5 only)
	Headlamps and aim	Doors, boot lid, loading doors, bonnet
	Stop lamps, fog lamps, reflectors	Towbars
	Wheels and tyres	General condition of body
Under bonnet checks	Vehicle structure	Speed limiter (if applicable)
	Braking systems	Suspension components
	Exhaust systems, fuel system (if applicable)	Steering and power steering components
Under vehicle checks	Steering (including power steering)	Brake systems and mechanical components
	Drive shafts (if applicable)	Exhaust system
	Suspension, shock absorbers	Fuel system and fuel tank
	Wheel bearings	Structure, general vehicle condition
	Wheels and tyres	
Emissions		

- 5.6** If your vehicle fails an MOT and you instruct Marshall to carry out additional work on your vehicle to bring your vehicle back to legal standards, you won't be charged to repeat the MOT test on completion of that work, provided that the vehicle remains at the Dealership between tests and the second MOT test is completed within 7 days of the first test. Section C below contains more information on instructing Marshall to carry out further work on your vehicle.

C: Replacement parts and repairs:

- 5.7** Following completion of a car service (as detailed in section A above) or MOT (as detailed in section B above) we may identify parts or commodities requiring repair or replacement or recommend additional remedial or maintenance work to be carried out on your vehicle:

5.7.1 Typical recommendations following a service may relate to spark plugs, the timing belt and filters (fuel, pollen and CVT (continuously variable transmission) filter), manufacturer recommendations to change the brake fluid and/or inverter fluid on EVs or the need for replacement tyres where the tread depth is close to the legal limit. We will provide you with a written report of our findings from the service and will contact you to discuss them.

5.7.2 Your MOT report may include advisories.

If we're able to help rectify any of these items, and you would like to us to provide you with a quote for such work, we'd be happy to do so. **Nothing in these Terms or otherwise obligates you to accept this quote and/or**

instruct Marshall to perform additional cinch Products and Services beyond what you've agreed to. We will never carry out additional work on a vehicle without your prior consent.

5.8 You don't need to have a service or MOT through Marshall to ask us to carry out replacement parts or repairs. We're happy to quote for the provision of ad hoc repairs or the replacement of vehicle parts as you may need.

5.9 All parts removed from your vehicle as part of a repair (to be replaced by new parts) will become our property and we will take responsibility for disposing of the removed parts in accordance with law.

6. Quotes

6.1 All quotes will be provided in pounds sterling.

6.2 The cost of labour to fit parts will be included in the price quoted for the part, unless we expressly state otherwise. Where labour is quoted/charged separately it will be added at our current hourly rate at the time the quote is made.

6.3 Quotes are valid for 30 days from the date of issue, unless we state otherwise.

7. Guarantees

7.1 Tyres: Any replacement tyres purchased through Marshall come with a guarantee to protect against manufacturing defects during the legal life of that tyre (i.e. until the earlier of the tyre reaching the legal tread limit of 1.6mm, the tyre age degradation date as specified by the manufacturer or the age of 10 years).

7.2 Replacement of bodywork panels: No guarantees apply.

7.3 All other parts: Excluding the parts detailed in sections 7.1 and 7.2 above, all parts fitted by Marshall at a Dealership will be guaranteed against manufacturer defects in accordance with any manufacturer guarantee provided to Marshall by the manufacturer. Further details can be provided in respect of specific parts upon request.

7.4 Claiming under the guarantee: Where you experience an issue post purchase with a guaranteed part that Marshall has fitted, you'll need to contact the Dealership that originally fitted the part and organise for it to be inspected by one of our technicians. You must get in touch with us as soon as reasonably possible after you first become aware of the issue (failure to do so may impact your claim). Further investigation by the manufacturer of that part may be required if a Marshall technician cannot diagnose the issue. You cannot claim under this guarantee where:

7.4.1 a part is damaged due to a cause other than a manufacturer defect, such as accidental damage, misuse, vandalism or deliberate damage;

7.4.2 your vehicle has been modified in any way since the part was fitted by Marshall;

7.4.3 your vehicle has been used for any of the following purposes: (i) as a police, fire, military or emergency vehicle or in any other public service; (ii) as a licensed hackney carriage/taxi or private hire vehicle (or otherwise for hire or reward); (iii) for the purpose of teaching an individual to drive (otherwise than in a personal capacity) or otherwise driven under professional instruction; (iv) for events or sporting activities including competitions, racing, rally driving, track days or any equivalent use; (v) as a commercial vehicle or otherwise for commercial use; or (vi) in speed or duration tests.

7.5 Important points to note:

7.5.1 **The guarantee detailed in this section 7 is in addition to your statutory rights. When you purchase cinch Products and Services from Marshall we are under a legal duty to supply these cinch Products and Services in accordance with these Terms and your legal rights in relation to faulty goods and inadequate services. You have various legal rights and remedies which are available to you as a consumer if we do not do this. None of these legal rights or remedies are affected by these Terms and any exclusions set out in these Terms do not apply to these legal rights or remedies. For more**

information about your rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk.

7.5.2 Please retain your invoice and any other paperwork we provide to you in connection with the cinch Products and Services we carry out. We will need to see a copy of this should you ever claim under the guarantee. Failure to provide such paperwork may impact your ability to claim under the guarantee.

7.5.3 Guarantees cannot be transferred if you later transfer ownership of your vehicle to a third party. The Marshall guarantee detailed in this section 7 only applies to you - the customer who instructed the cinch Products and Services in the first place.

8. Our responsibilities to you

8.1 All parts we supply to you will align with their specification (as set out by the manufacturer of that part or displayed by us). All parts will be of satisfactory quality and fit for the purpose they are intended to be used for. Please note, product specifications may change from time to time at the direction of the manufacturer or to ensure continued compliance with law.

8.2 Any services provided by Marshall under these Terms, such as the performance of a vehicle service, carrying out an MOT or fitting of parts, will be carried out using reasonable skill, care and diligence.

9. Your booking

9.1 Where you contact us in advance to make a booking, we will agree with you a mutually convenient date/time for you to visit a Dealership so we can provide the cinch Products and Services you require. Where we have agreed a specific time, please ensure you arrive at that time – any material delays may impact our ability to provide cinch Products and Services to you as planned.

9.2 We have a network of parts suppliers in place which enables us to source most replacement parts (including tyres) quickly. For this reason, we do not envisage we will need your vehicle at the Dealership for more than 48 hours to complete any repair or replacement part fitting. In the unlikely event this isn't the case we will contact you and discuss your options.

9.3 We will always look to meet the date/time we have agreed with you for the performance of the cinch Products and Services however we won't be held liable for any minor delay or our inability to perform due to a circumstance outside of our reasonable control. This includes delays caused by unexpected illness of our technicians or adverse weather conditions. This list is not exhaustive and there may be other genuine reasons why our original timescale for performance slips. Please see section 15 for more information.

9.4 Where we can accommodate you, you're welcome to wait in the Dealership for your cinch Products and Services to be completed. If you choose to leave your vehicle with us, we will contact you on completion of the cinch Products and Services to inform you your vehicle is ready for collection. Please note, we're unable to provide a courtesy car while your vehicle is at the Dealership.

10. Cancellation

10.1 You can cancel your contract for the provision of cinch Products and Services at any time before we have commenced performance of those cinch Products and Services at no charge to you. If you wish to cancel the contract after we have commenced work on your vehicle you are free to do so, however we reserve the right to charge you a reasonable amount for any costs and expenses we have paid or committed to before cancellation that relate to us providing or arranging the cinch Products and Services you were booked in to receive. To cancel your contract please call the Dealership you made the booking with using the contact information set out at <https://www.marshall.co.uk/contact-us/>.

10.2 Occasionally, we may become aware after accepting your booking that we are unable to proceed with the provision of cinch Products and Services, in which case we will notify you by email. Some examples of reasons why we may do this include:

- 10.2.1 your vehicle is a make or model that we are unable or not permitted to perform the cinch Products and Services on, including a High-Performance Car, Supercar, Hypercar or a Non-Production Vehicle (as defined in section 10.3 below);
- 10.2.2 there is an error in the price or description of the cinch Products and Services; or
- 10.2.3 we have reasonable grounds to suspect fraud is taking place.

If we are not able to proceed with your booking then you will not be charged the price for the cinch Products and Services, and we will repay to you any amounts that you have paid to us in advance of services being carried out.

10.3 In these Terms:

- 10.3.1 **High Performance Cars** refers to performance sports cars that are produced in low volumes, typically accelerate from 0-60 mph in fewer than 5 seconds and have a top speed in excess of 165 mph. Examples include the Audi R8, BMW M4, Chevrolet Corvette and a Porsche 911;
- 10.3.2 **Supercars** are vehicles manufactured in extremely low volumes (often less than 1,500 units) and typically accelerate from 0-60 mph in fewer than 3.5 seconds. Top speeds are in excess of 200 mph. Examples include the Ferrari 296 GTB, Aston Martin Vanquish, Lamborghini Revuelto and McLaren Artura;
- 10.3.3 **Hypercars** are vehicles manufactured in volumes of less than 100 units that are intended for use by professional drivers on a racing circuit. Hypercars typically accelerate from 0-60 mph in fewer than 3 seconds and have top speeds of 230 mph. Examples include the Aston Martin Valkyrie, Mercedes-AMG One, Bugatti Tourbillon, McLaren W1 and Ferrari F80; and
- 10.3.4 **Non-Production Cars** are vehicles that are not mass produced for sale to the public, including custom-built vehicles and prototypes

11. Pricing and payment terms

- 11.1 We may advertise the price of cinch Products and Services in Dealership and on our website (www.marshall.co.uk). Whilst we have measures in place to ensure pricing is displayed consistently there may be instances where the price of cinch Products and Services are listed incorrectly. Where we discover an error of this nature we will endeavour to correct it as soon as possible. If you're affected by this error, we will contact you to discuss your options. Provided we have not commenced the cinch Products and Services affected, we reserve the right to terminate our contract with you for those cinch Products and Services.
- 11.2 We reserve the right, before completion of the cinch Products and Services, to adjust the price payable by you for those cinch Products and Services to reflect any changes that are made to the rate of VAT from time to time.
- 11.3 Payment for cinch Products and Services is due on completion of the work. Our Dealerships are cashless. We can take payment for our cinch Products and Services by debit or credit cards (either directly or using a mobile payment system such as Apple Pay), by bank transfer or, in certain Dealerships, by pay by bank. We use a third-party payment provider to process payments in-Dealership and online. The processing of these payments will be governed by the third-party provider's terms and conditions.
- 11.4 Should you fail to make payment for the cinch Products and Services when due, Marshall reserves the right (at its discretion) to:
 - 11.4.1 hold on to your vehicle until payment is made;
 - 11.4.2 charge you for vehicle storage as set out in section 11.6;
 - 11.4.3 remove any parts Marshall has fitted to your vehicle; and/or
 - 11.4.4 take legal action against you to recover the amount due (including any other costs we have reasonably incurred as a result of your failure to pay, such as legal costs and expenses).

11.5 All parts supplied by Marshall under these Terms remain the property of Marshall until payment for those parts has been made. This is known as retention of title and does not impact any other rights we may have under section 11.4 in respect of your failure to pay our invoice.

11.6 Should you fail to collect your vehicle from a Dealership within 7 days of us notifying you that it is ready for collection we reserve the right to charge you a daily rate for vehicle storage at our usual commercial rates.

12. Data Protection

To complete your booking for cinch Products and Services and keep you updated on the performance of those cinch Products and Services we will require some personal information about you (name, mobile number and email address). A summary of how we will use this personal information (and any other personal information we obtain from you in consequence of performing the cinch Products and Services) is set out in our privacy notice available [here](#).

13. Queries or complaints

13.1 If you have any queries or complaints about a current or future booking or cinch Products and Services we have provided, please contact the Dealership you made the booking with in the first instance by phone, email or post using the contact information set out at <https://www.marshall.co.uk/contact-us/>.

13.2 You can read a copy of our complaints handling process [here](#).

14. Liability

14.1 Where Marshall supplies and fits any parts to your vehicle under these Terms, you will be responsible for loss or damage to those parts following their supply by Marshall, except where we caused the loss or damage or where the part is covered by a guarantee (see section 7).

14.2 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law (including in respect of MOTs as set out in section 14.3 below).

14.3 Where you have instructed us to perform an MOT on your vehicle, our liability for loss or damage caused by our testing will be as set out in the Motor Vehicles (Tests) Regulations 1981 as amended. These regulations cover:

14.3.1 Marshall's liability for loss or damage to a vehicle (including its equipment or accessories) that has been submitted for testing where the damage is connected to an MOT carried out by Marshall while the vehicle or accessory was in our custody. An example here is damage to a brake light during a test (where the damage did not exist when the vehicle was first left with Marshall); and

14.3.2 Marshall's liability for loss or damage to other property or personal injury, where the damage is caused by use of the vehicle and is connected to an MOT carried out by Marshall. An example here would be damage to property caused by a vehicle's brakes failing immediately after the vehicle passed its MOT and evidence shows that the brakes were defective at the time the vehicle passed the MOT.

14.4 To the extent Marshall can restrict its responsibility by law, Marshall will not be responsible to you for any indirect or consequential losses or loss of income or revenue, loss of business, loss of profit or loss of anticipated savings (whether direct or indirect).

14.5 To the extent Marshall can exclude its responsibility in law, Marshall excludes all implied representations, warranties and conditions from these Terms.

14.6 Subject to the above, our maximum liability to you under or in connection with these Terms shall not exceed the market value of your vehicle at the date we first supplied cinch Products and Services to you (such market value being determined by an independent industry database (CAP) for a used vehicle in CAP clean condition subject to the same age and mileage as your vehicle).

15. Circumstances outside of the control of Marshall

15.1 We will not be responsible for any failure to perform (or delay to performing) the cinch Products and Services or these Terms which is caused by a circumstance outside of our control. Circumstances or events that may be included in this section are riots, acts of terrorism or war, civil disruption, strikes, fire, flood, other natural disasters, pandemics, epidemics and non-availability of parts. Other circumstances or events may also be included if they are outside of our control.

15.2 If our supply of cinch Products and Services is delayed due to a circumstance outside of our control as described in section 15.1, then we will contact you as soon as possible to let you know and we will do all we can to reduce the delay. Our responsibilities to you under these Terms will be temporarily delayed and the agreed date by which we must perform our responsibilities will be extended until the circumstance outside of our control has ended.

16. Miscellaneous

16.1 If a court finds any part of these Terms is illegal, invalid or otherwise unenforceable, the remaining parts of these Terms will continue in full force and effect.

16.2 You may not transfer any of your rights or obligations under these Terms to any other person. We may transfer our rights and obligations under these Terms to another person provided this will not affect your rights under these Terms.

16.3 These Terms do not give rise to rights that are enforceable by any person who is not a party to these Terms.

16.4 These Terms set out the entire agreement between you and us relating to the provision of cinch Products and Services. These Terms replace any prior discussions or agreement between you and Marshall relating to the purchase or scope of the cinch Products and Services.

16.5 These Terms are governed by English law and you and we both agree that we will issue any legal proceedings in connection with any dispute or claim arising in relation to these Terms in the courts of England and Wales.

16.6 If you live in Scotland or Northern Ireland, we may issue legal proceedings in connection with any dispute or claim arising in relation to these Terms in the courts of Scotland or Northern Ireland respectively.

Last updated: 02 June 2026