

These terms and conditions together with our Terms of Website Use, Acceptable Use Policy, Privacy Policy and Cookie Policy sets out the legal terms and conditions on which We (*Conrad Anderson Limited, a company registered in England and Wales under Company Number 11569218 and whose registered address is at 57 Sladefield Road, Ward End, Birmingham B8 3PF*) supply Goods and Services to you.

Please read these terms carefully before you submit your order to us.

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between You and Us for the supply of Goods and/or Services in accordance with these Conditions.

Customer: You, the person, company or firm who purchases the Goods and/or Services from Us.

Deliverables: the goods and services set out in the Order.

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by You and Us.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: Your order for the supply of Goods and/or Services, as set out in the purchase order form, or Your acceptance of Our quotation, as the case may be.

Services: the services, including the Deliverables, supplied by Us to You as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by You to Us.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by You to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when We confirm acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our brochures or on Our website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that You seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by Us shall not constitute an offer, and is only valid for 1 month or whatever period is specified on the quotation from its date of issue.

- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in Our brochure or website as modified by any applicable Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1 We shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant customer and supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if We require You to return any packaging material to Us, that fact is clearly stated on the delivery note. You will make any such packaging materials available for collection at such times as We shall reasonably request. Returns of packaging materials shall be at Our expense.
- 4.2 We will deliver the Goods to the location set out in the Order or such other location as We may agree with You (**Delivery Location**) at any time after We notify You that the Goods are ready.
- 4.3 Alternatively, You may collect the Goods from the Our premises at **57 Sladefield Road, Ward End, Birmingham B8 3PF** or such other location as may be advised by Us before delivery (**Delivery Location**) within three Business Days of Us notifying You that the Goods are ready.

- 4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or the completion of loading of the Goods at the Delivery Location.
- 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If We fail to deliver the Goods, Our liability shall be limited to the costs and expenses incurred by You in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We will have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, Your failure to provide Us with adequate delivery instructions for the Goods or any relevant instructions related to the supply of the Goods.
- 4.7 If You fail to accept or take delivery of the Goods within 7 Business Days of Us notifying You that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Our failure to comply with Our obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which We notified You that the Goods were ready; and
 - (b) We will store the Goods until delivery takes place, and charge You for all related costs and expenses (including insurance).
- 4.8 If, 14 Business Days after We have notified You that the Goods were ready for delivery You have not taken or accepted delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.
- 4.9 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. If You are a business customer, any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.

Clause 4.10 to 4.12 only applies if you are a consumer.

- 4.10 If we miss the delivery deadline for any Goods then You may cancel Your Order straight away if any of the following apply:
- (a) We have refused to deliver the Goods;

- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) You told us before We accepted Your order that delivery within the delivery deadline was essential.
- 4.11 If You do not wish to cancel Your order straight away, or do not have the right to do so, You can give us a new deadline for delivery, which must be reasonable, and You can cancel Your Order if we do not meet the new deadline.
- 4.12 If You do choose to cancel Your Order for late delivery, You can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to You, You will have to return them to us or allow us to collect them, and we will pay the costs of this. After You cancel Your Order we will refund any sums You have paid to us for the cancelled Goods and their delivery.

5. **QUALITY OF GOODS**

- 5.1 We warrant that on delivery, and for a period of 3 months from the date of delivery (**warranty period**), the Goods shall:
 - (a) conform in all material respects with their description and the Goods Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by Us.
- 5.2 Subject to clause 5.3, if:
 - (a) You give notice to Us during the warranty period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) We are given a reasonable opportunity of examining such Goods; and
 - (c) You (if asked to do so by Us) return such Goods to Our place of business at the Our cost,

We will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 We will not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) You make any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because You failed to follow Our (or the manufacturer's) oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of Us following any drawing, design or Goods Specification supplied by You;
- (d) You alter or repair such Goods without Our written consent;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, We will have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Us under clause 5.2.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to You on completion of delivery.

6.2 Title to the Goods shall not pass to You until the earlier of:

- (a) We receive payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) Being a business customer, You resell the Goods, in which case title to the Goods shall pass to You at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to You, You will:

- (a) store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery;
- (d) notify Us immediately if it becomes subject to any of the events listed in clause 14.2(b) to 14.2(e); and

- (e) give Us such information relating to the Goods as We may require from time to time.

6.4 Subject to clause 6.5, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, if You resell the Goods before that time:

- (a) You do so as principal and not as Our agent; and
- (b) title to the Goods shall pass from Us to You immediately before the time at which resale occurs.

6.5 If before title to the Goods passes to You, You becomes subject to any of the events listed in clause 14.2(b) to 14.2(e), then, without limiting any other right or remedy We may have:

- (a) Your right to resell Goods or use them in the ordinary course of Your business ceases immediately; and
- (b) We may at any time:
 - (i) require You to deliver up all Goods in Your possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if You fail to do so promptly, enter Your premises or any third party premises where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 We will provide the Services to You in accordance with the Service Specification in all material respects.

7.2 We will use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 We will have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

7.4 We warrant to You that the Services will be provided using reasonable care and skill.

8. YOUR OBLIGATIONS

8.1 You shall:

- (a) ensure that the terms of the Order and (if submitted by You) the Services Specification are complete and accurate;
- (b) co-operate with Us in all matters relating to the Services;
- (c) provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

8.2 If the performance of any of Our obligations in respect of the Services is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation as set out in clause 8.1 (**Customer Default**):

- (a) We will without limiting Our other rights or remedies have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays the performance of any of Our obligations;
- (b) We will not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the failure or delay to perform any of Our obligations as set out in this clause 8.2; and
- (c) You will reimburse Us on demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

Goods

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Our published price list as at the date of delivery.

9.2 We may, by giving notice to You at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (c) any delay caused by Your instructions or failure by You to give Us adequate or accurate information or instructions.

- 9.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (**VAT**) unless stated otherwise, which You shall additionally be liable to pay at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to You.
- 9.4 We will take payment details from You at the time You Ordered the Goods. Your card will not be debited until the Goods are ready to be despatched.
- 9.5 If You fail to make any payment due then the Goods will not be delivered.

Services

- 9.6 Condition 9.7 shall apply if the Services are to be provided on a time-and-materials basis. Condition 9.8 and condition 9.9 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 9 shall apply in either case.
- 9.7 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with Our standard daily fee rates as amended from time to time;
 - (b) Our standard daily fee rates (as published from time to time) are calculated on the basis of an eight-hour day worked between 9.00 am and 6.00 pm on weekdays (excluding weekends and public holidays);
 - (c) We shall be entitled to charge Our standard daily fee rate (as published from time to time) plus 20% for each hour worked outside the hours referred to in condition 9.2(b) on a pro-rata basis (unless otherwise agreed by the parties in advance);
 - (d) We will invoice You on completion of the Services (together with VAT where appropriate). The invoice will set out the time spent and provide a detailed breakdown of any materials used.
- 9.8 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Services Specification. The total price shall be paid to Us as set out in the Specification. All amounts due under this agreement shall be paid by Us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We will invoice You prior to commencement of the Services in relation to any deposit set out in the Services

Specification and We will invoice You on completion for the full amount less any deposit already paid. .

- 9.9 Any fixed price contained in the Services Specification excludes:
- (a) the cost of any materials or services reasonably and properly provided by third parties required by Us for the supply of the Services. Such materials and third party services shall be invoiced by Us at cost; and
 - (b) VAT, which shall be added to Our invoices at the appropriate rate.
- 9.10 You will pay the deposit in full, in cleared funds within 7 days of receipt of the sales confirmation or Order and You will pay any other invoices submitted to You in full, and in cleared funds, on collection or as agreed otherwise.
- 9.11 Without prejudice to any other right or remedy that We may have, if You fail to pay an invoice on the due date We may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.
- 9.12 Time for payment shall be of the essence of the Contract.
- 9.13 All payments payable to Us under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 9.14 We may, without prejudice to any other rights We may have, set off any liability You have to Us against any liability We have to You.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us.
- 10.2 You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us

obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

11. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sums paid to Us under the Contract.

- 12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Goods installed by You or by third party contractors hired by You, are installed at Your own risk.
- 12.5 This clause 12 shall survive termination of the Contract.

13. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 13 only applies if You are a consumer.

- 13.1 If You are a consumer, You have a legal right to cancel a Contract within the period set out in clause 13.3 below. This means that during this period if You change Your mind or decide for any other reason that You do not want to receive the Service or keep Goods You have ordered, You can notify us of Your decision to cancel the Contract and receive a refund.
- 13.2 However, this cancellation right does not apply in the case of:
- (a) Bespoke products or items made to order
 - (b) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after You receive them.
 - (c) any products which become mixed inseparably with other items.
- 13.3 Your legal right to cancel a Contract starts from the date We confirm acceptance of Your order. The end date is the end of 14 days after confirmation of acceptance of Your order if You have purchased Services or 14 days after the day on which You receive the Goods if You have ordered items which You will be installing yourself.
- 13.4 To cancel a Contract, You just need to let us know that You have decided to cancel. To do this You can email us at info@conrad-anderson.co.uk or contact our Customer Services team by telephone on 0121 247 0619 or by post to 57 Sladefield Road, Ward End, Birmingham B8 3PF. If You are e-mailing us or writing to us please include details of Your order to help us to identify it. If You send us notice of Your cancellation by e-mail or by post, then Your cancellation is effective from the date You send us the e-mail or post the letter to Us.
- 13.5 If You cancel Your Contract we will:
- (a) refund You the price You paid for the Goods. However, please note We are permitted by law to reduce Your refund to reflect any reduction in the value of the Goods, if this has been caused by Your handling them in a way which

would not be permitted in a shop. If We refund You the price paid before We are able to inspect the goods and later discover You have handled them in an unacceptable way, You must pay Us an appropriate amount.

- (b) refund any delivery costs You have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer.
- (c) refund You the price (if any) paid for the Services. However, once we have completed the services You cannot change Your mind, even if the cooling off period (if applicable) is still running. If You cancel after we have started the services, You must pay us for the services provided up until the time You tell us that You have changed Your mind.
- (d) make any refunds due to You as soon as possible and in any event within the deadlines indicated below:
 - (i) if You have received the Goods and We have not offered to collect it from You: 14 days after the day on which We receive the Goods back from You or, if earlier, the day on which You provide us with evidence that You have sent the Goods back to us.
 - (ii) if You have not received the Goods or You have received it and We have offered to collect it from You: 14 days after You inform us of Your decision to cancel the Contract.

13.6 If You have returned the Goods to us because they are faulty or mis-described, We will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs You incur in returning the item to us.

13.7 We will refund You on the credit card or debit card used by You to pay.

13.8 If Goods have been delivered to You before You decide to cancel Your Contract:

- (a) then You must return it to us without undue delay and in any event not later than 14 days after the day on which You let us know that You wish to cancel the Contract. You can either send it back or return it to us in-store.
- (b) unless the Goods are faulty or not as described, You will be responsible for the cost of returning the Goods to us. If the Goods cannot be returned by post, we estimate that if You use the carrier which delivered the Product to You, these costs should not exceed the sums we charged You for delivery. If we have offered to collect the Goods from You, we will charge You the direct cost to us of collection.

13.9 Because You are a consumer, we are under a legal duty to supply Goods that are in conformity with this Contract. As a consumer, You have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by Your right of return and refund or anything else in these terms.

14. TERMINATION

- 14.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 14 days' written notice.
- 14.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - (d) the customer (being an individual) is the subject of a bankruptcy petition or order; or
 - (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3 Without limiting its other rights or remedies, We may terminate the Contract with immediate effect by giving notice to You if You fail to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified to make such payment.
- 14.4 Without limiting its other rights or remedies, We may suspend provision of the Services under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 14.2 or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.

15. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has

been submitted, We shall submit an invoice, which shall be payable by the You immediately on receipt;

- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

16. FORCE MAJEURE

- 16.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 16.2 We will not be liable as a result of any delay or failure to perform Our obligations under this Contract as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents Us from providing any of the Services and/or Goods for more than 6 weeks, We will, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving You notice in writing.

17. GENERAL

17.1 Assignment and other dealings.

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) You shall not, without Our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified in the Order,

and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

17.3 Severance.

- (a) If any provision or part-provision of the Contract 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 modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If [one party gives notice to the other of the possibility that] any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.

17.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 **Variation.** We may revise these terms and conditions at any time. Please check our website from time to time to take notice of any changes we made, as they are binding on You.

17.8 **Governing law and Jurisdiction.**

(a) **If You are a business,** the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. 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 the Contract or its subject matter or formation.

(b) **If You are a consumer,** please note that these Terms are governed by English law. This means a Contract for the purchase of Products or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

17.9 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how we have handled any complaint, You agree in the first instance to try and resolve the matter by Alternative Dispute Resolution. Please contact our Customer Services Team on 0121 247 0619 to discuss how to proceed. We will not charge You for making a complaint and if You are not satisfied with the outcome You can still bring legal proceedings.