

THE AWNING COMPANY TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 7.30am to 5.00pm on any Business Day.
Collection Location	has the meaning given in clause 3.2.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended, from time to time, in accordance with clause 14.9.
Contract	the contract between the Supplier and the Customer for the supply of Goods or Services, or Goods and Services, in accordance with these Conditions.
Customer	the person or firm who purchases the Goods or Services, or Goods and Services from the Supplier.
Customer Site	has the meaning given in clause 7.1.4.
Deposit	50% of the price, or such other deposit amount, as set out in the relevant Order.
Force Majeure Event	means any circumstance not within the Supplier's reasonable control; including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic (including Covid-19, and any variation or mutation thereof), and employee illness; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority (including imposing an export or import restriction, quota or prohibition); (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) breach, failure or non-performance by suppliers or subcontractors, or shortage of raw materials; and (i) interruption or failure of utility service, or equipment failure or malfunction.
Goods	the Supplier's: (a) vehicle, trailers and/or van awnings, metal structures, metal and fabric tensioned structures (including freestanding or fitted to other structures), parts and ancillary products (or any part of them); (b) branded foam safeguard barriers covered in PVC (or other similar materials); or (c) other goods and products (or any part of them); as set out in the Order.
Goods Specification	any specification for the Goods (including any quotation, designs, illustrations, descriptions, CAD drawings, plans, technical instructions or other drawings) provided by the Supplier, and/or set out in the Order, from time to time.
Manual	the Supplier's manual, and assembly, operating and fitting instructions, and other ancillary documentation, in respect of the

use, installation, maintenance and operation of the Goods, provided by the Supplier to the Customer, in writing, from time to time.

Order	the Customer's order for the supply of Goods or Services, or Goods and Services, as set out in the Customer's written acceptance of the Supplier's quotation.
Restricted Person	any person employed or engaged by the Supplier, and who is or has been involved in the provision of the Services or management of the Contract.
Services	the design, manufacturer, installation, fitting, maintenance, support, training and ancillary services related or connected to the Goods, and relevant vehicles and trailers supplied by the Supplier or its third party contractor to the Customer, as set out in the Supplier's quotation or otherwise agreed, in writing, by the Supplier, from time to time.
Supplier	THE AWNING COMPANY (UK) LIMITED registered in England and Wales (company number: 02652500) with a registered office address at Unit One, Jubilee Works, Vale Street, Bolton, BL2 6QF.
Warranty Period	has the meaning given in clause 4.1.

1.2 Interpretation:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 A reference to **writing** or **written** includes email but excludes fax.
- 1.2.5 Any words following the terms **including**, **include**, **in particular**, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase the Goods or Services, or Goods and Services, in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues the Supplier's written sales order and the Customer pays the Deposit (in full), at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Except for the Goods Specification and Manual; the Customer acknowledges and agrees that:
 - 2.3.1 any marketing materials or advertising issued by the Supplier, and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them; and
 - 2.3.2 any information or documentation provided by the Supplier concerning dimensions, weights, and other product characteristics, are not guarantees, warranties or assured characteristics. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks or attempts to seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.5 Unless otherwise agreed, in writing, by the Supplier or set out in the relevant Order; any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.6 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 and delivery of Goods**
- 3.1 The Goods are described in the Goods Specification and Manual. The Supplier reserves the right to amend the Goods Specification and Manual, and any other descriptions of the Goods, and any relevant Services, at any time acting reasonably (including, if required by any applicable statutory or regulatory requirement).
- 3.2 Unless otherwise specified in the Contract or agreed, in writing, between the parties; the Customer shall deliver the vehicle or trailer to the Collection Location immediately prior to commencement of the Services (as set out in the Order).
- 3.3 Unless otherwise agreed, in writing, between the parties; the Customer shall collect the Goods, installed into the relevant vehicles and trailers, following provision of the Services, from the location set out in the Order or such other location as the parties may agree, in writing (**Collection Location**), at any time after the Supplier notifies the Customer that they are ready. Subject to clause 3.4; collection or delivery of the Goods shall be completed on the completion of loading of the Goods, installed in, or on to the relevant vehicle and/or trailer at the Collection Location.
- 3.4 Unless otherwise agreed, in writing, by the Supplier:
- 3.4.1 if the Collection Location is not at the Supplier's premises or site: the Customer shall provide all loading plant, machinery and equipment, and manual labour at for the Goods the Collection Location;
- 3.4.2 if the Collection Location is at the Supplier's premises or site: the Supplier shall load the Goods; provided always that the Customer acknowledges and agrees that the Customer or its relevant employee shall be present at the time of loading.
- 3.5 Any dates quoted for installation, collection or delivery are approximate and estimates only, and the time of installation, collection or delivery is not of the essence. The Supplier shall not be liable for any delay in installation, collection or delivery; including that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate written instructions or specifications that are relevant to the supply of the Goods.
- 3.6 Subject to clause 10.2; the Supplier shall have no liability for any failure to deliver to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate written instructions and specifications that are relevant to the supply of the Services.
- 3.7 If the Customer fails to collect of the Goods installed in or on to the relevant vehicle or trailer on the date that the Supplier notifies the Customer that they are ready, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract the Supplier shall store the Goods (and any relevant vehicles and trailers) until actual collection takes place and charge the Customer for all related costs and expenses (including insurance and overtime).
- 3.8 If 30 days after the day on which the Supplier notified the Customer that the Goods and relevant vehicles and trailers (or other parts or goods) were ready or made available for the Customer, the Customer has not collected them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.9 The Supplier may deliver and/or instal the Goods in instalments. Each instalment shall be treated as a separate contract, meaning failure to deliver or defects in one or more instalments shall not entitle the Customer to reject the other instalments.
- 4 Quality of Goods**
- 4.1 The Supplier warrants that on delivery, and for a period of 12-months from the date of collection or delivery (as the case maybe) (**Warranty Period**), the Goods (but not the relevant vehicles and trailers) shall:
- 4.1.1 conform in all material respects with the Goods Specification and Manual;
- 4.1.2 be free from material defects in design, material and workmanship; and
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 Subject to clause 4.3; if:
- 4.2.1 the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1; and
- 4.2.2 the Supplier is given a reasonable opportunity of examining such Goods;
- the Supplier shall repair or replace the defective Goods or refund the price of the defective Goods in full (at its absolute discretion).
- 4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1, if:
- 4.3.1 the Customer makes any further use of or drives the relevant vehicles and trailers after giving a notice in accordance with clause 4.2;
- 4.3.2 the defect arises because the Customer failed to follow the Manual, and Supplier's oral or written instructions as to the storage, installation, fit, use or maintenance of the Goods and/or relevant vehicles and trailers, or the Goods are fitted or installed incorrectly by the Customer or any supplier or contractor of the Customer, or any other third party;
- 4.3.3 the Customer, or any supplier of the Customer, instals, fits, alters, maintains or repairs such Goods and/or vehicles and trailers, without the prior written consent of the Supplier;
- 4.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions (including by the Customer or any supplier or contractor of the Customer, or any other third party); or
- 4.3.5 the Goods differ from the Goods Specification and/or Manual as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5 Title and risk**
- 5.1 The risk in the Goods shall pass to the Customer on completion of collection by the Customer, or delivery, of the Goods at the Collection Location (as the case maybe); provided always that risk in the Customer's vehicle and/or trailer shall, at all times, remain with the Customer.
- 5.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other parts and products that the Supplier has agreed in writing to supply to the Customer 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.

- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 not remove, deface or obscure any identifying mark or branding on or relating to the Goods;
- 5.3.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of collection or delivery;
- 5.3.3 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4 (inclusive); and
- 5.3.4 give the Supplier such information, data and documentation as the Supplier may reasonably require, from time to time, relating to the Goods and the ongoing financial position of the Customer.
- 6 Supply of Services**
- 6.1 The Supplier shall be under no obligation to commence the Services unless and until it has received and approved the Goods Specification in writing.
- 6.2 The Supplier shall supply the Services to the Customer in accordance with the Supplier's sales order and Goods Specification, in all material respects.
- 6.3 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified by the Supplier, from time to time; provided always that any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.4 The Supplier reserves the right to amend the Service at any time acting reasonably (if necessary to comply with any applicable law or regulatory requirement, if required due to the acts or omissions of any supplier or subcontractor or if the amendment will not materially affect the nature or quality of the Services), and the Supplier shall notify the Customer in any such event.
- 6.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 6.6 The Supplier and its licensors shall retain ownership of all intellectual property rights in the Goods, Goods Specification, Manual and any deliverables or other materials from the Services.
- 7 Customer's obligations**
- 7.1 The Customer shall:
- 7.1.1 at all times, comply with and follow the Manual, in full and all respects;
- 7.1.2 ensure that the terms of the Order, Goods Specification and any other information, data and documentation it provides to the Supplier are complete, up to date, not misleading and accurate;
- 7.1.3 co-operate with the Supplier in all matters relating to the Services, Collection Location and Customer Site;
- 7.1.4 in the event that the Supplier agrees to provide the Services at the Customer's site (as detailed in the relevant Order) (**Customer Site**); provide to the Supplier, in a timely manner and at no charge, access to the Customer Site, and Customer's other plant, machinery and equipment premises, space and other facilities (including welfare facilities) as reasonably required by the Supplier for the performance of the Services (including any access specified in the Order);
- 7.1.5 provide the Supplier with such information, data, documentation and other materials as the Supplier may reasonably require in order to supply the Goods and Services, and ensure that such information, data and documentation is complete and accurate;
- 7.1.6 obtain and maintain all necessary authorisations, approvals, licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Services are to start;
- 7.1.7 comply with all applicable laws (including health and safety laws);
- 7.1.8 maintain in force appropriate insurance policies with a reputable insurance companies in respect of the Goods and relevant vehicles and trailers, at all times; and
- 7.1.9 attend any demonstration on the Goods, Goods Specification and Manual provided by the Supplier at the Collection Location or Customer Site prior to collection of the Goods (as notified by the Supplier to the Customer).
- 7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act, breach or omission by the Customer, or failure or delay by the Customer to perform any relevant obligation (**Customer Default**), without limiting or affecting any other right or remedy available to it:
- 7.2.1 the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3 the Customer shall promptly reimburse the Supplier (on written demand) for any costs, expenses or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 7.3 The Customer shall indemnify and hold the Supplier harmless against any losses, damages, liabilities, costs, and expenses (including legal fees) incurred by the Supplier as a result of or in connection with:
- 7.3.1 any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the compliance with the Customer's specifications, instructions or materials;
- 7.3.2 any injury to or death of any person, and loss of opportunity to deploy resources elsewhere, arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract;
- 7.3.3 any Customer Default;
- 7.3.4 failure of the Customer to provide any plant, machinery and equipment, or failure of any plant, machinery and equipment provided by the Customer to the Supplier.
- 8 Non-Solicitation**
- 8.1 During provision of the Services and for a period of 12 months following completion of the Services or termination of the Contract (for whatever reason) (whichever is later), the Customer shall not, directly or indirectly, without the prior written consent of the Supplier:
- 8.1.1 solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment or service of the Supplier, other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the staff of the Supplier; or
- 8.1.2 employ or engage any Restricted Person.
- 8.2 If the Customer commits any breach of clause 8, the Customer shall, on demand, pay to the Supplier a sum equal to 20% of one year's basic salary, or 20% of the annual fee, that was payable by the Supplier to the Restricted Person, plus the recruitment costs incurred by the Supplier in replacing that person.
- 9 Charges and payment**
- 9.1 The price for Goods and Services:
- 9.1.1 shall be the price set out in the Supplier's quotation or otherwise notified by the Supplier, in writing, from time to time; and
- 9.1.2 shall be exclusive of any value added tax and tariffs, and all costs or charges in relation to packaging, loading, unloading, carriage, freight, bank charges, insurance,

- all of which may be invoiced to the Customer by the Supplier, from time to time.
- 9.2 Unless otherwise agreed in writing by the Supplier; the Customer shall pay the price in full as follows:
- 9.2.1 the Deposit at the date of the Customer's Order; and
- 9.2.2 any remaining balance of the price immediately on collection or delivery (as the case maybe) of the Goods.
- 9.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before collection, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 9.3.1 any suspension or alteration of the time or location of delivery arising from the Customer's instructions or lack of instructions, or by reason of interruptions, delays, unusual hours, mistakes or work occasioned by the act or default of the Customer;
- 9.3.2 any factor beyond the control of the Supplier (including increases in taxes, tariffs and duties, and increases in labour, materials and other installation, manufacturing or transportation costs);
- 9.3.3 any request by the Customer to change the collection dates, or quantities or types of Goods ordered; or
- 9.3.4 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information, data, documentation or instructions in respect of the Goods.
- 9.4 Subject to clause 9.2; the Customer shall pay any invoice submitted by the Supplier:
- 9.4.1 on the date of the invoice or in accordance with any credit terms agreed, in writing, by the Supplier; and
- 9.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax and similar tariffs chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.
- 9.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then (without limiting the Supplier's remedies under clause 11), subject to the Supplier's reasonable discretion, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will accrue each day at 12% a year above the Bank of England's base rate from time to time, but at 12% a year for any period when that base rate is below 0%.
- 9.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10 Limitation of liability**
- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in the Contract limits or excludes any liability for:
- 10.2.1 death or personal injury caused by negligence;
- 10.2.2 fraud or fraudulent misrepresentation;
- 10.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 10.2.4 any liability that legally cannot be limited or excluded.
- 10.3 Subject to clauses 10.2 and 10.4; the Supplier's total liability to the Customer shall not exceed the total sums due and payable by the Customer to the Supplier under or in connection with the Contract.
- 10.4 Subject to clause 10.2; the following types of loss are wholly excluded by the Supplier:
- 10.4.1 loss or damage caused (directly or indirectly) by the Customer's failure to comply with the Manual;
- 10.4.2 loss or damage to any vehicles and trailers to which the Services are performed at the Collection Location;
- 10.4.3 loss of profits;
- 10.4.4 loss of sales or business;
- 10.4.5 loss of agreements or contracts;
- 10.4.6 loss of anticipated savings;
- 10.4.7 loss of use or corruption of software, data or information;
- 10.4.8 loss of or damage to goodwill; and
- 10.4.9 indirect or consequential loss.
- 10.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clauses 4 and 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.6 Subject to clause 10.2; unless the Customer notifies the Supplier on collection or delivery at the Collection Location the Customer intends to make a claim in connection with any damage or destruction to the Customer's vehicle or trailer on collection or delivery at the Collection Location, the Supplier shall have no liability for such damage or destruction.
- 10.7 This clause 10 shall survive termination of the Contract.
- 11 Termination**
- 11.1 Without affecting any other right or remedy available to the Supplier; the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 11.1.2 the Customer 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), obtaining a moratorium, 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;
- 11.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of the Customer's business; or
- 11.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 11.2 Without affecting any other right or remedy available to it; the Supplier may immediately suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier, if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4 (inclusive), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 12 Consequences of termination**
- 12.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an

- invoice, which shall be payable by the Customer immediately on receipt.
- 12.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 13 Confidentiality**
- 13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, designs, drawings, specifications, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, suppliers, subcontractors or professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, suppliers, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13.4 This clause 13 shall survive termination of the Contract.
- 14 General**
- 14.1 **Force majeure.** If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, the Supplier shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- 14.2 **Assignment and other dealings**
- 14.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 14.3 **Notices.**
- 14.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the addresses provided, in writing, by a party for this purpose, from time to time.
- 14.3.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 14.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 14.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 14.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 14.7 **Entire agreement.**
- 14.7.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Goods and Services.
- 14.7.2 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.9 **Variation.** Except as set out in these Conditions; no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties.
- 14.10 **Governing law.** 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.
- 14.11 **Jurisdiction.** 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.