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TERMS AND CONDITIONS OF BUSINESS AFFLECK ELECTRICAL LIMITED

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 'Supplier' means Affleck Electrical Ltd of Unit 10a Oppenheimer Centre, Greenbridge Road Swindon, SN3 3LH.
- 1.2 'Customer' means any person who purchases Services and/or Products from the Supplier;
- 1.3 'Proposal' means a statement of work, quotation or other similar document describing the Services and/or the Products;
- 1.4 'Services' means the services as described in the Proposal and includes any materials required to complete the work;
- 1.5 'Products' means any products supplied by the Supplier to the Customer;
- 1.6 'Terms and Conditions' means the terms and conditions of supply of Services and/or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;
- 1.7 'Order' means the formal notification by the Customer to the Supplier of the Customer's acceptance of the Supplier's Proposal;
- 1.8 'Agreement' means the contract between the Supplier and the Customer for the provision of the Services and/or supply of the Products incorporating these Terms and Conditions;
- 1.9 'Intellectual Property Rights' means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;
- 1.10 'Adjudicator' is the party nominated ECA to resolve a dispute between the Customer and the Supplier.

2 CONSTRUCTION

- 2.1 In these Terms and Conditions, the following rules apply:
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.3 A reference to a party includes its personal representatives, successors or permitted assigns;
- 2.4 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;
- 2.5 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
- 2.6 A reference to writing or written includes faxes and e-mails.

3 GENERAL

- 3.1 These Terms and Conditions shall apply to the Agreement for the provision of the Services and/or supply of the Products by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.
- 3.2 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.

4 PROPOSAL

- 4.1 The Proposal for provision of the Services and/or supply of the Products is attached to these Terms and Conditions.
- 4.2 The Proposal shall remain valid for a period of 30 days.
- 4.3 The Proposal must be accepted by the Customer in its entirety.
- 4.4 The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier.
- 4.5 The Customer's Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Terms and Conditions.
- 4.6 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Agreement shall come into existence.
- 4.7 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Agreement.

4.8 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Products or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Agreement or have any contractual force.

4.9 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.10 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

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

5 SERVICES, PRODUCTS AND DELIVERY

5.1 The Services and/or Products are as described in the Proposal.

5.2 The Supplier reserves the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements.

5.3 Any variation to the Services and/or Products must first be agreed by the Supplier in writing and signed by the Supplier.

5.4 The Services and/or Products will be delivered between the hours generally of 0800 and 1630 on Monday to Friday. The Supplier may vary these times by prior written notice of the change to the Customer.

5.5 Dates given for the delivery of Services and/or Products are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

5.6 The Supplier shall ensure that:

each delivery of the Products 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 Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered; and

if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

5.7 The Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Products are ready.

OR

The Customer shall collect the Products from the Supplier's premises at **10a Oppenheimer Centre, Greenbridge Rd, Swindon, SN3 3LH** or such other

location as may be advised by the Supplier before delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Products are ready.

5.8 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location.

5.9 Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

5.10 If the Supplier fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Products or any relevant instruction related to the supply of the Products.

5.11 If the Customer fails to accept or take delivery of the Products within the agreed number of Business Days of the Supplier notifying the Customer that the Products are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Products:

- (a) delivery of the Products shall be deemed to have been completed at 9.00 am on the agreed number of Business Day following the day on which the Supplier notified the Customer that the Products were ready; and
- (b) the Supplier shall store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.12 If after the agreed number of Business Days after the Supplier notified the Customer that the Products were ready for delivery and the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.

5.13 The Customer shall not be entitled to reject the Products if the Supplier delivers up to and including five per cent more or less than the quantity of Products ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered.

5.14 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6 PRICE AND PAYMENT

6.1 The price for Services and/or Products is as specified in the Proposal and is exclusive of Value Added TAX ("vat") and any other charges as outlined or specified in the Proposal.

6.2 The price for any materials required to complete the Services is as specified in the Proposal.

6.3 The terms for payment are as specified in the Proposal.

6.4 The Customer must make all payments for Services provided and/or Products supplied within a period of 30 days from the date of the Supplier's invoice to the Customer or as per terms stated on invoice.

6.5 The Customer shall be liable to pay interest on any and all payments due to the Supplier which are not paid on the due date for payment, at a rate of 2.0% per annum above the base lending rate of the Bank of England.

6.6 The Supplier shall also be entitled to recover from the Customer:

6.6.1 All reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is not paid on the due date for payment.

6.6.2 Any additional services requested by the Customer which were not included in the original Proposal

6.6.3 Any additional work required to complete Services which was not reasonably anticipated at the time of provision of the Proposal.

6.7 The Customer shall not be entitled to withhold any monies due to the Supplier unless the Customer gives the Supplier written notice not less than 14 days after receiving the Supplier's invoice/application. The amount to be withheld and the reasons must be clearly specified in the written notice.

6.8 The Supplier shall be entitled to vary the price to take account of:

6.8.1 any additional Services and/or Products requested by the Customer which were not included in the original Proposal;

6.8.2 any increase in the cost of materials;

6.8.3 any additional work required to complete the Services which was not reasonably anticipated by the Supplier at the time of the Proposal was provided; and any variation must first be notified to the Customer in writing by the Supplier.

6.9 Settling on agreed monthly staged percentage payments, and notification of any queries against these.

7 CUSTOMER OBLIGATIONS

7.1 The Customer will provide access to and egress from the Customer's premises for the Supplier at the times specified in these Terms and Conditions and will co-operate with all reasonable requests by the Supplier in that regard.

7.2 The Customer will provide electricity, water and toilet facilities to the Supplier at the Customer's expense for the purpose of completing the Services, unless otherwise detailed in any pre contract document prior to provision of the Services.

7.3 The Customer shall apply for, obtain and meet the cost of all necessary statutory and regulatory approvals and permissions required to carry out and complete the Services prior to the provision of the Services (i.e. planning permission)

7.4 The Customer shall take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any of the Supplier's equipment stored on the Customer's premises.

7.5 The Customer shall be liable for any expenses properly and reasonably incurred by the Supplier as a result of the Customer's failure to comply with the obligations as defined by these Terms and Conditions.

8 SUPPLIER OBLIGATIONS

8.1 The Supplier shall provide the Services and/or supply the Products as specified in the Proposal.

8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and British standards BS7671-2008 (2013).

8.3 The Supplier shall comply with all relevant health and safety regulations.

8.4 The Supplier shall be registered with the appropriate organisation for the purpose of self-certification or notify building control to arrange for an inspection of the work carried out if required to do so in terms of the relevant building regulations.

8.5 The Supplier shall also ensure that all necessary licences and permissions required to provide the Services and/or supply the Products are current and valid, including but not limited to all and any relevant licences.

8.6 The Supplier shall be responsible for all waste management and disposal required and related costs and charges in the course of providing the Services and/or supplying the Products, unless excluded at quotation stage.

8.7 The Supplier shall hold valid employer and public liability insurance policies during the term of the Agreement.

8.8 The Supplier shall notify the Customer in writing of any intention to engage a subcontractor in the provision of the Services and/or supply of the Products. All sub contractors will be vetted and insurances registered prior to provision of the Services of supply of the Products.

9 CANCELLATION

9.1 The Customer may cancel an Order for Services and/or Products by notifying the Supplier in writing within 7 days of placing the Order, however, the Customer shall be liable to the Supplier for any costs incurred by the Supplier in preparation for the provision of the Services for the Customer.

9.2 If the Customer does not inform the Supplier that it wishes to cancel an Order within the time specified in Clause 9.1, any monies already paid by the Customer will not be refundable.

10 INSPECTION OF PRODUCTS AND SERVICES

The Customer shall inspect the Products on delivery and/or the Services on completion and notify the Supplier in writing of any damaged, missing or defective Products or defective work within 7 days of the date of delivery or completion.

11 DEFECTIVE PRODUCTS AND SERVICES

11.1 The Supplier guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 12 months from the date that the Services and/or Products were provided or supplied.

11.2 Clause 10.1 does not apply:

11.2.1 if a fault arises within the period stated in clause 11.1 due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the provision of the Services and/or supply of the Products after risk has passed to the Customer;

11.2.2 if a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party.

11.2.3 if the Services and/or Products are found to be defective in accordance with these Terms and Conditions, and the Supplier shall, at its sole discretion, either repair, re-perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products, to the Customer.

11.2.4 if the Customer has not paid for the Services and/or Products in full by the date on which the defect in the Services and/or Products is notified to the Supplier, then the Supplier shall have no obligation to remedy the defect under this Clause 11.

12 PROPERTY AND RISK

12.1 The risk in the Products and Services provided shall pass to the Customer on completion of delivery or completion of provision of the Services.

12.2 Title to the Products shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

12.2.1 The Products; and

12.2.2 any other Products or materials which the Supplier has supplied to the Customer in respect of which payment has become due.

12.3 Until title to the Products has passed to the Customer, the Customer shall:

- 12.3.1 hold the Products on a fiduciary basis as the Supplier's bailee;
- 12.3.2 store the Products separately from all other Products held by the Customer so that they remain readily identifiable as the Supplier's property;
- 12.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- 12.3.4 maintain the Products in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- 12.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2 (b) to clause 13.2 (l); and
- 12.3.6 give the Supplier such information relating to the Products as the Supplier may require from time to time, but the Customer may resell or use the Products in the ordinary course of its business.

12.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(l), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

13 TERMINATION

13.1 The Agreement shall continue until the Services and/or Products have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties unless and until otherwise terminated by either party in accordance with these Terms and Conditions.

13.2 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- 13.2.1 the other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach;
- 13.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 13.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 13.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 13.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 13.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 13.2.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- 13.2.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 13.2.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.3 Without limiting its other rights or remedies, the Supplier may terminate the Agreement:

- 13.3.1 by giving the Customer 2 weeks written notice;
- 13.3.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under these Terms and Conditions on the due date for payment.

13.4 The Customer may terminate the Agreement if the Supplier fails to comply with the terms of the Agreement by giving the Supplier not less than 2 weeks written notice to that effect.

13.5 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the provision of the Services or all further deliveries of Products under the Agreement or any other contract between the Customer and the Supplier if:

- 13.5.1 the Customer fails to make pay any amount due under the Agreement on the due date for payment; or
- 13.5.2 the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2 (l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14 WARRANTIES / GUARANTEES

14.1 The Supplier warrants to the Customer that the Products will, at the time of delivery, correspond to the description given in the Proposal.

14.2 The Supplier warrants to the Customer that the Services will be performed using all reasonable skill and care.

14.3 The Supplier guarantees its service for a period of 12 months from the date that the Services were provided or for a longer term where this is specified in our proposal.

14.4 Clause 14.3 does not apply if a fault arises due to wilful damage, abnormal working conditional, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the customer or a third party.

14.5 If the Services are found to be defective in accordance with these terms and conditions then We shall, at Our discretion, either repair or re-perform the Services or replace any faulty materials.

14.6 If the Customer has not paid for the Services in full by the date the defect is notified to Us then We are not obliged to remedy the defect in terms of this Clause 13.

15 LIMITATION OF LIABILITY:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 15.1.2 fraud or fraudulent misrepresentation;
- 15.1.3 breach of the terms implied by section 2 of the Supply of Products and Services Act 1982 (title and quiet possession);
- 15.1.4 breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession); or
- 15.1.5 defective products under the Consumer Protection Act 1987.

15.2 Subject to clause 15.1:

- 15.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, 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
- 15.2.2 the Supplier's total liability to the Customer 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 Price of the Services and/or Products supplied.

15.3 The terms implied by sections 13 to 15 of the Sale of Products Act 1979 and the terms implied by sections 3 to 5 of the Supply of Products and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 1 shall survive termination of the Agreement.

15.5 For the avoidance of doubt, time shall not be of the essence in the supply of the Products or performance of the Services and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services or supply the Products by any agreed completion date.

16 INDEMNITY

16.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

16.2 The Supplier undertakes that it will indemnify and hold harmless the Customer against all proceedings, costs, expenses, liabilities, injury, death or damages arising from any breach of these Terms and Conditions or failure of performance by the Supplier of any obligations under these Terms and Conditions in so far as this is due to the act neglect or default of the Supplier.

17 SETTLEMENT OF DISPUTES

17.1 Any dispute arising under this Agreement will be referred to and decided by the Adjudicator.

17.2 The Adjudicator will be appointed by application of one or either party to the Construction Industry Council (CIC registered office: 26 Store Street London WC1E 7BT)

17.3 A party wishing to refer a dispute to the Adjudicator shall inform the other party of their intention to do so in writing at any time during the term of this Agreement. The dispute must then be referred to the Adjudicator within seven (7) days of the relevant party receiving notice of the other party's intention to refer the dispute for adjudication.

17.4 The Adjudicator shall act impartially and shall be free to take the initiative in ascertaining the facts and the law. The Adjudicator must reach a decision within twenty eight (28) days of the date of the referral of the dispute for adjudication, or such longer period as the parties may agree.

17.5 During the period of adjudication, both parties must continue to adhere to their contractual obligations as stated in this Agreement.

17.6 The decision of the Adjudicator shall be binding on both parties unless and until revised by legal proceedings, arbitration or agreement.

17.7 The Adjudicator will decide which party is liable to meet the fees of the adjudication and in what proportion if both parties are held liable.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

18.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

18.3 All Supplier Materials are the exclusive property of the Supplier.

19 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 or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Agreement.

20 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations under the Agreement to the extent that the delay or failure is caused by a Force Majeure event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

21 RELATIONSHIP OF PARTIES

Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.

22 ASSIGNMENT

22.1 The Customer shall not be entitled to assign its rights or obligations, charge or subcontract or deal in any manner with all or any of its rights or obligations under the Agreement without the prior written consent of the Supplier.

- 22.2 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23 SEVERANCE

- 23.1 If any term or provision of these Terms and Conditions is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such term or provision shall be severed and the remainder of these Terms and Conditions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 23.2 If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24 WAIVER

A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25 NOTICES

- 25.1 Any notice or other communication given to a party under or in connection with the 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 to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 25.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Order; if sent by pre-paid first class post or recorded delivery, 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, on the day of transmission.
- 25.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

26 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions is intended to or shall confer any rights on any party who is not a party to these Terms and Conditions.

27 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

28 VARIATION

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

29 GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

Signed on behalf:.....

Name:.....

Signed:.....

Date:.....