



7A Brooks Lane, Middlewich, Cheshire, CW10 0JH

Tel: 01606 834630

Fax: 01606 835417

Website: www.gmsafetynetting.co.uk

Email: info@gmsafetynetting.co.uk

DATED

TERMS AND CONDITIONS FOR THE SUPPLY OF EQUIPMENT AND/OR SERVICES

The Customer's attention is particularly drawn to the provisions of clause 11 and clause 5.4.

1. INTERPRETATION

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

Business Day: a day (other than a Saturday, Sunday or a public holiday) 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 in accordance with clause 15.7.

Contract: the contract between the Supplier and the Customer for the supply of Equipment and/or Services as described in the Order in accordance with these Conditions.

Customer: the person company or firm who purchases Services (including the hire of Equipment) from the Supplier.

Delivery Location: has the meaning set out in clause 5.3.

Delivery: the transfer of physical possession of the Equipment to the Customer at the Site.

Equipment: the items of equipment, netting and/or decking listed in the Order, all substitutions, replacements or renewals of such equipment, netting and/or decking and all related accessories, including net claws and grippers, ropes but not cherry pickers which are charged separately.

Force Majeure Event: has the meaning given to it in Clause 14.

Order: the Customer's written acceptance of the Supplier's quotation for the supply of the Equipment and Services.

Price: means the price quoted for the supply of the Services as specified in the Order.

Services: the services, including the installation of the Equipment at the Site, supplied by the Supplier to the Customer as set out in the Order.

Site: means the location where the Equipment is to be delivered and installed

Supplier: G&M Safety Netting Limited registered in England and Wales with company number 04350631.

Supplier Materials: means any materials, including the Equipment, owned and used by the Supplier at the Site in carrying out its supply of the Services.

Term: the period during which the Equipment and Services will be supplied.

Total Loss: means due to the Customer's default the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

- 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 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 the Customer to purchase the Services in accordance with these Conditions.
- 2.2 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 Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract 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 Order.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained on the Supplier's website are available for the sole purpose of giving an approximate idea of the Services and/or Equipment described. 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 the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 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.

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

3. EQUIPMENT

3.1 The Customer shall use the Equipment at the Site subject to these Conditions.

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

4. TERM

The Term starts on the date specified in the Order and shall continue for a period agreed between the parties as stated in the Order unless the Contract is terminated earlier in accordance with these Conditions.

5. DELIVERY AND USE OF EQUIPMENT

5.1 The Customer must give the Supplier at least 3 days' notice in respect of dates for installation and removal of the Equipment

5.2 In the event the Customer amends the Order prior to installation or during installation the Supplier will be entitled to review the Price quoted and the amendments may result in an increase in the Price.

5.3 The Supplier shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) on the date and at the time the Customer notifies the Supplier that it is ready to receive the Equipment. For the avoidance of doubt, the Price quoted will be valid in full regardless of the time when the Supplier arrives at the Site or begins installation.

5.4 On Delivery (and during the Term) the Customer will be responsible for unloading the Equipment and positioning the Equipment in the correct place on Site. For the avoidance of doubt in the event the Customer requires the Equipment to be moved during the Term the Supplier must be given notice in accordance with clause 5.1 above and must be present on Site when the Equipment is moved.

- 5.5 The Supplier shall not be liable for any delay in delivery of the Equipment which 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 Equipment.
- 5.6 During the Term, if it becomes necessary for the Supplier to attend Site visits as a call out, to attend moving of Equipment or for inspection purposes each visit will be charged as quoted in the Order, which will be payable in addition to the Price. For the avoidance of doubt, in the event the Customer requests a visit and such visit is cancelled by less than 48 hours notice a charge will be incurred as specified in the Order.
- 5.7 **Damages and Theft:** any damage caused to the Equipment, including cut ropes, during the Term, unless as a result of the Supplier's negligent actions, will be charged to the Customer as quoted in the Order. In the event any Equipment is stolen a charge will be incurred and will be payable by the Customer also as quoted in the Order.
- 5.8 Both the Supplier and the Customer will be required to sign a hand over certificate once the Equipment has been installed and/or moved as evidence of the Customer's satisfaction that the Equipment is correct as specified in the Order to be used at the Site during the Term and that the Equipment has been installed in the correct position on Site.

6. QUALITY OF EQUIPMENT

- 6.1 The Supplier warrants that on delivery, the Equipment shall:
- (a) conform in all material respects to its specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be fit for any purpose held out by the Supplier.
- 6.2 Subject to clause 6.3, if:
- (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 6.1; and
 - (b) the Supplier is given a reasonable opportunity of examining such Equipment the Supplier shall, repair or replace the Equipment within 24 hours of notification. The Customer must **not** continue to use the Equipment in the event a defect is discovered.

- 6.3 The Supplier shall not be liable for the Equipment's' failure to comply with the warranty in clause 6.1 if:
- (a) the Customer makes any further use of such Equipment after giving notice in accordance with clause 6.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the use or maintenance of the Equipment or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer moves, alters or repairs such Equipment;
 - (e) the defect arises as a result of wilful damage, negligence, or abnormal working conditions.
- 6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by the Supplier under clause 6.2.

7. TITLE, RISK AND INSURANCE

- 7.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the Conditions).
- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Term and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is removed from the Site by the Supplier. During the Term and the Risk Period the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or

public liability risks of whatever nature and however arising in connection with the Equipment; and

- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.

7.3 All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount).

7.4 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Customer's possession or use of the Equipment.

7.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

7.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payable to the Supplier to confirm the insurance arrangements.

8. SUPPLY OF SERVICES

8.1 The Supplier shall provide the Services to the Customer in accordance with the Order in all material respects.

8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 The Supplier shall 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, and the Supplier shall notify the Customer in any such event.

8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall during the Term:

- (a) ensure that the specifications in the Order are complete and accurate;
- (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by the Supplier to provide the Services;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (d) prepare the Site for the supply of the Services;
- (e) 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;
- (f) **not move, alter or change the location of the Equipment following installation by the Supplier;**
- (g) ensure that the Equipment is kept and used only for the purposes for which it is designed;
- (h) take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used, cleaned or maintained by a person at work;
- (i) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted). Any requirement to replace worn, damaged and lost parts must be immediately reported to the Supplier;
- (j) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation;
- (k) keep the Supplier fully informed of all material matters relating to the Equipment;
- (l) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location or at all and at all times keep the Equipment in the possession or control of the Customer;
- (m) permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter

upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

- (n) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (o) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the Term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
- (p) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (q) not use the Equipment for any unlawful purpose;
- (r) ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (s) deliver up the Equipment at the end of the Term or on earlier termination of this agreement and allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (t) not do or permit to be done anything which could invalidate the insurances referred to in clause 7.2.

9.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Supplier on demand

against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the Conditions.

9.3 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) 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 9.3; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default,

and the Supplier will be entitled to payment for any time waiting at the Site during any such Customer Default in accordance with the costs listed in the Order.

10. CHARGES AND PAYMENT

10.1 The costs for the use of the Equipment and Services shall be the Price as set out in the Order. Charges for visits, damage to or theft of the Equipment (including rehangings of nets), as referred to under clauses 5.6 and 5.7, and for any work required other than on a Business Day will be in addition to the Price and listed in the Order.

10.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

10.3 The Supplier reserves the right to:

- (a) increase its fixed fee charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase one month before the proposed date of the increase; and
- (b) increase the price of the Order, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Order; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Order or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Order.

10.4 The Supplier shall invoice the Customer on completion of the installation.

10.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice; and
- (b) 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.

10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax 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 Equipment at the same time as payment is due for the supply of the Services or Equipment.

10.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount in accordance with the provisions of the Late Payment and Commercial Debts (Interest) Act 1998 accruing on a daily basis from the Due Date until the date of actual payment of the

overdue amount, whether before or after judgment, and compounding quarterly.

- 10.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

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

- 11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.

- 11.2 Subject to clause 11.1:
- (a) 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
 - (b) 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 50% of the sum specified in the Order.

- 11.3 This clause 11 shall survive termination of the Contract.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, each 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 its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 Business Days after receipt of notice in writing of the breach;

- (b) 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;
- (c) 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;
- (d) 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;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) 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;
- (g) 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);
- (h) 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;
- (i) 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;
- (j) 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 12.1(b) to clause 12.1(i) (inclusive);

- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) 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.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:

- (a) by giving the Customer 1 month's written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, 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
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party 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.
- 14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 6 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

- 15.1 **Assignment and subcontracting.**
- (a) The Supplier may at any time assign, transfer, 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) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 **Notices.**
- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, on the next Business Day after transmission.

- (c) This clause 15.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.3 **Waiver.** A waiver of any right under the Contract 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 preclude or restrict its further exercise. 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.

15.4 **Severance.**

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract 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.

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

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

15.8 **Governing law and jurisdiction.** This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

I, the Customer, acknowledge and accept the above Conditions.

Company Name:.....

Signed:

Print Name:

Date: