

**TTL CONSULTANTS LIMITED T/A HAWLEY ENERGY**  
**Terms & Conditions**  
**for Supply of Services**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

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.

**Cancellation Fee:** fee payable by the Client for cancelling the works, in accordance with [Clause 8.4](#).

**Client:** the individual, person, or firm including, corporate bodies, associations and sole traders who purchase the Services from the Supplier in connection with a business.

**Client Default:** has the meaning given in [Clause 7.2](#).

**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 18.8](#).

**Contract:** the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.

**Data Controller:** has the meaning set out in GDPR Article 24 and section 1(1) of the Data Protection Act 1998.

**Data Subject:** an individual who is the subject of Personal Data.

**Delivery Location:** has the meaning given in [Clause 4.1](#).

**Estimate:** an approximate calculation of the price for the Supplier's Goods or Services based on certain conditions for a particular job or service and subject to a site survey.

**Force Majeure Event:** has the meaning given to it in [Clause 16](#).

**GDPR:** General Data Protection Regulation.

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

**Installation:** Installation of Goods and Materials.

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

**Order:** the Client's order for the supply of Services, as set out in the Client's acceptance of the Supplier's Quote or Estimate by issuing a form of written acceptance.

**Personal Data:** has the meaning set out in GDPR Article 4.1 and section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

**Processing and process:** have the meaning set out GDPR Article 4.2 and section 1(1) of the Data Protection Act 1998.

**Quote:** a proposed price for the Supplier's Goods or Services based on certain conditions for a particular job or service, following a site survey.

**Services:** the Services supplied by the Supplier to the Client as set out in the Service Specification.

**Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Client.

**Supplier:** TTL Consultants Limited, trading as Hawley Energy, registered in England and Wales with company number 09882627, whose registered office is 2<sup>nd</sup> Floor, Parkview House, Brighouse, HD6 4AB.

**Works Commencement Date:** the date on which the Supplier will commence the agreed Services.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or **term** preceding those **terms**.

(e) A reference to **writing** or **written** includes faxes and emails.

**2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Client to purchase Goods and Services in accordance with these **Conditions**.

2.2 The Order shall only be deemed to be accepted when the Client issues written acceptance of the Order by accepting the Supplier's Quote or Estimate, at which point, and on which date the Contract shall come into existence (**Contract Commencement Date**).

2.3 The Supplier will provide an order acknowledgement, to the Client for the accepted Order. Any errors in this document, as a result of mistakes, oversight or misguidance may result in cost and/or delays at a later date, which will be borne by you the Client (and not the Supplier who accepts no liability).

2.4 Any samples, drawings, descriptive matter, 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 are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These **Conditions** apply to the Contract to the exclusion of any other **terms** that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. This Contract shall supersede and extinguish any and all agreements which the Client may wish to implement or impose in relation to this Order.

2.6 Any Quote or Estimate given by the Supplier shall not constitute an offer and unless previously withdrawn is only valid for a period of 30 calendar days (90 days only, in the case of equipment for destination outside the United Kingdom and the Republic of Ireland) from its date of issue. These prices are however subject to change, following acceptance in accordance with [Clause 8.2](#).

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

**3. GOODS AND MATERIALS**

3.1 The Goods and Materials are described as per the Goods Specification provided by the Supplier.

3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Client in any such event.

3.3 Title to the Goods and Materials supplied by the Supplier shall not pass to the Client until the Supplier receives payment in full (in cleared funds) for the Goods and Materials.

3.4 Until title to the Goods and Materials has passed to the Client, the Client shall:

- (a) store the Goods and Materials separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods and Materials in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in [Clause 14.2\(c\)](#), to [Clause 14.2\(f\)](#); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

3.5 Any predicted savings provided by the Supplier, based upon the installation or usage of Goods and Materials are guidelines only and are

subject to change based upon environmental and usage changes. The Supplier will not be liable for the Client's failure to receive any such proposed savings.

#### 4. QUALITY OF GOODS AND MATERIALS

4.1 The Supplier confirms the Manufacturer's warranty (and its limitations) will apply to the Goods and Materials at all times.

4.2 Subject to [Clause 4.3](#), the Supplier shall, at its option, repair or replace the defective Goods and Materials, or refund the price of the defective Goods and Materials in full if:

- (a) the Client gives notice in writing, during the warranty period within a reasonable time of discovery that some or all of the Goods and Materials do not comply with the warranty set out in [Clause 4.1](#);
- (b) the Supplier is given a reasonable opportunity of examining such Goods and Materials; and
- (c) the Client (if asked to do so by the Supplier) returns such Goods and Materials to the Supplier's place of business at the Client's cost.

4.3 The Supplier shall not be liable for the Goods and Materials failure to comply with the warranty in [Clause 4.1](#) if:

- (a) the Client makes any further use of such Goods and Materials after giving a notice of an defect and/or malfunction in accordance with [Clause 4.2](#);
- (b) the defect arises because the Client failed to follow the Supplier or Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Client;
- (d) the Client alters or repairs such Goods and Materials without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working **conditions**; or
- (f) the Supplier is required to make changes to the Goods and Materials to make them functional;
- (g) the Goods and Materials differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 Except as provided in this [Clause 4](#), the Supplier shall have no liability to the Client in respect of the Goods and Materials failure to comply with the warranty set out in [Clause 4.1](#).

4.5 The **terms** of these **Conditions** shall apply to any repaired or replacement Goods and Materials supplied by the Supplier.

#### 5. DELIVERY OF GOODS

5.1 The place of delivery (**Delivery Location**), in the case of equipment, Goods and Materials, shall be the location where the Supplier will install, or shall be installed under their Supervision, details of which are contained within the proposal. The time for delivery of equipment, supervision or installation shall be extended by a reasonable period if delay in delivery of equipment, supervision or installation is caused by instructions or lack of instructions from the Client or by any industrial dispute or any circumstances beyond the Supplier's reasonable control and in any event it is agreed that time for delivery shall not be of the essence.

5.2 Delivery of the Goods and Materials shall be completed on the completion of unloading of the Goods and Materials at the Delivery Location.

5.3 The risk (and liability) in the Goods and Materials supplied shall pass to the Client upon completion of delivery (or shipment where a third party is used), unless any negligence or proof of loss is expressly proven on the part of the Supplier. If the Goods and Materials are lost or damaged in

transit, the Supplier will take all reasonable steps to assist the Client's claim against the carrier for such loss or damage, but the Client must notify the carrier and the Supplier within 3 days of receipt of the equipment or, in the case of non-delivery, within 14 days of the date of the Supplier's advice note.

5.4 If the Client fails to take delivery of the Goods and Materials on the agreed date, then except where such failure or delay is caused by a Force Majeure Event the Supplier reserves the right change the Works commencement date.

5.5 The Supplier may deliver the Goods and Materials by instalments, at their discretion. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

#### 6. SUPPLY OF SERVICES

6.1 These Terms and Conditions apply to the following Services (with full details of the specific Services which are to be provided to be detailed in the Quote/Estimate), provided by the Supplier:

- (a) Design, Supply and Installation;
- (b) Supply and Installation.

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

6.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

6.4 The Supplier will provide appropriate equipment and all plant to carry out the agreed Services.

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

6.6 The Supplier is entitled to deliver the works in one or more consignment at the Supplier's sole discretion unless otherwise expressly agreed.

6.7 The Supplier will provide the Services as per the agreed Quote/Estimate. If the Client requires any additional Services, they are required to contact the Supplier, who will provide an additional Quote.

#### 7. CLIENT'S OBLIGATIONS

7.1 The Client shall:

- (a) ensure that the **terms** of the Order and any information it provides in the Service Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with full and clear access to the site at all relevant times pertaining to the Services;
- (d) ensure there is an appropriate person (representative of the Client) on site to allow entry and liaise with the Supplier where required;
- (e) meet any and all deadlines set by the Supplier in relation to the Services;
- (f) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (g) 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;
- (h) provide the Supplier with all relevant Notification periods, in good time;
- (i) comply with all applicable laws, including health and safety laws.

- 7.2** If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client 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 Client 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](#);
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.
- 8. CHARGES AND PAYMENT**
- 8.1** The Charges for the Goods and Services shall be calculated on a time and material basis and shall be payable as per the agreed fee stipulated in the Supplier's Quote or Estimate (which shall specify the payment terms) and will be required in accordance with one of the following:
- (a) incremental payments based upon agreed stages of the works; or
- (b) payment application; or
- (c) pro-forma invoice.
- 8.2** Prices are subject to correction for error. The prices shown in Quotes or Estimates are subject to variation and the prices of Equipment, Goods and Materials and labour services billed will be those ruling at the date of despatch of the Equipment or execution of the labour services.
- 8.3** If, for any reason the Client requests the Supplier to provide labour or Services outside regular working hours, any overtime or other additional expenses occasioned thereby shall be paid by the Client unless otherwise provided in the Quote or Estimate.
- 8.4** If the Client cancels the agreed works at any point prior to the Works Commencement date, they will be liable to pay a cancellation fee covering the cost of all Services (including design), Goods and Materials which have been conducted and/or purchased up to the point of cancellation. This fee will be payable immediately upon receipt of invoice.
- 8.5** The price stipulated by the Supplier is for the works as described in Quote or Estimate only. Any variations to the works in content and quality will result in variations to the prices charged, details of which will be provided by the Supplier.
- 8.6** All payments shall be in the currency of the United Kingdom or, if appropriate of the Republic of Ireland.
- 8.7** The Client shall pay each invoice submitted by the Supplier by Direct Bank Transfer or BACS 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.
- 8.8** All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where applicable, the VAT element of the invoice will be clearly specified and payment of this taxable element, is due upon the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.9** If the Client 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 14](#) (Termination), the Client 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 8.8](#) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 8.10** The Supplier is permitted to claim, and the Client is liable to pay any and all fees, charges and costs relating to the instruction of Debt Collection/Recovery agents and/or Solicitors in the recovery of outstanding debts or disputes owed or arising from the Contract.
- 8.11** 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).
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 9.2** The Supplier grants to the Client, or shall procure the direct grant to the Client, of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business or whilst receiving the Services only. Should the Client wish to purchase the Intellectual Property Rights to enable future use, they are permitted to do so (With the Suppliers authority) by purchasing them from the Supplier. Details will be provided upon request.
- 9.3** The Client shall not sub-license, assign or otherwise transfer the rights granted in [Clause 9.2](#).
- 9.4** The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.
- 10. PATENTS**
- 10.1** The Supplier will indemnify the Client against any claim for alleged infringement of any patents of the United Kingdom or the Republic of Ireland by the normal use or possession of any part of the equipment, provided that the Supplier is given immediate and complete control of any such claim, that the Client does not prejudice in any manner the Supplier's conduct of such claim and that the alleged infringement does not arise from the Client's following any instruction given by combination with any equipment or devices not made by the Supplier. If a final injunction is obtained in any such claim, the Supplier shall, at its option procure for the Supplier the right to continue to use the equipment or modify the equipment so that it becomes non-infringing.
- 11. DATA PROTECTION AND DATA PROCESSING**
- 11.1** The Client and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Client is the Data Controller, and the Supplier is the Data Processor in respect of any Personal Data.
- 11.2** The Supplier shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.
- 11.3** The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 11.4** Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- 11.5** The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
- (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
- (ii) the nature of the data to be protected.

- (b) take reasonable steps to ensure compliance with those measures.
- 11.6** Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this [Clause 11](#).
- 11.7** The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.
- 12. CONFIDENTIALITY**
- 12.1** 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, affairs, Customer/Client's, or Customer/Client's Suppliers of the other party, except as permitted by [Clause 12.2](#).
- 12.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 12](#); and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 13. LIMITATION OF LIABILITY:**
- 13.1** Nothing in the Contract 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; or
  - (b) fraud or fraudulent misrepresentation.
- 13.2** Subject to [Clause 13.1](#), the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data, or information;
  - (f) any damage/losses/issues arising from pre-existing issues to the property/site;
  - (g) any claim for losses arising from the Clients failure to receive proposed savings;
  - (h) loss of or damage to goodwill; and
  - (i) any indirect or consequential loss.
- 13.3** Subject to [Clause 13.1](#), the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to £2,000,000 which is the maximum amount of the Suppliers insurance cover.
- 13.4** All claims against Supplier must be brought within six (6) years, after the cause of action arises and the Client waives any statute of limitations which might apply by operation of law or otherwise.
- 13.5** This [Clause 13](#) shall survive termination of the Contract.
- 14. TERMINATION**
- 14.1** Without affecting any other right or remedy available to it, either party may terminate the Contract prior to commencement by giving the other party 24 hours written notice. If the Client terminates the Contract they will still be liable for the appropriate Cancellation Fee as per [Clause 8.4](#).
- 14.2** Without affecting any other right or remedy available to it, Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 48 hours of that party being notified in writing to do so;
  - (b) the Client commits an action which would be deemed a material breach of any term of the Contract;
  - (c) the Client fails to pay any amount due under the Contract on the due date for payment;
  - (d) the Client takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (e) the Client (where applicable) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - (f) the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (g) there is a change of control of the Client.
- 14.3** Without affecting any other right or remedy available to it, the Client may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 72 hours (where applicable, subject to stock being available) days after receipt of notice in writing to do so;
  - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14.5** Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier, if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in [Clause 14.2\(d\)](#) to [Clause 14.2\(g\)](#), or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 15. CONSEQUENCES OF TERMINATION**
- 15.1** On termination of the Contract, the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices (in addition to any applicable Cancellation Fee in accordance with [Clause 8.4](#)) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt. If the Supplier terminates the contract due to a Material Breach (see [Clause 14.2](#)) the Client will be liable to pay the remainder of the agreed fee in full.

**15.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

**15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **16. DISPUTES/DISAGREEMENTS**

**16.1** If the Client wishes to raise a dispute or disagreement with regards to the Goods or Materials provided by the Supplier, they must provide the following:

- (a) formal written notification to the Supplier within 7 days of the delivery of the Goods/Materials/Service/ Installation, of the dispute/disagreement with detailed specifics of the issues;
- (b) the formal written notification must be provided by an officer of senior standing and contain at least 2 signatories one of which must be from the Managing Director and the 'Business Senior'. Failure to have such signatures will render the notification void and not accepted by the Supplier;
- (c) The Supplier will respond to any such dispute/agreement within 7 days of receipt;
- (d) any such agreement to amend the terms of the contract must include any written exclusions, be shared with all parties and signed by a Director.

## **17. FORCE MAJEURE**

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, pandemics, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control.

## **18. GENERAL**

**18.1** Assignment and other dealings

- (a) 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.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

**18.2** Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the quote or order.
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action.

**18.3** Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision

shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**18.4** Waiver

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

**18.5** 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.

**18.6** Entire agreement.

(a) 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 its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and 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 misrepresentation] based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

**18.7** Third parties' 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.

**18.8** 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 (or their authorised representatives).

**18.9** 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.

**18.10** 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.