

Terms and Conditions

for the Supply of Services and Deliverables

1. Interpretation

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

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services and the Deliverables in accordance with the Contract.

Commencement Date: has the meaning given in clause 2.5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.5.

Contract: the contract between the Supplier and the Customer for the supply of Services which is made up of the Conditions, the Proposal and the Specification.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services and Deliverables from the Supplier.

Customer Concept: the document issued by Customer to the Supplier and agreed between the parties which sets out the Customer's requirements regarding the Services and the Deliverables.

Customer Default: has the meaning set out in clause 7.2.

controller, processor, data subject, personal data: as defined in the Data Protection Legislation.

Data Protection Legislation: means:

(a) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(b) any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: the deliverables set out in the Proposal produced by the Supplier for the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, 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.

Operation and Maintenance Requirements: the operation and maintenance requirements in respect of the Deliverables as set out in the Proposal.

Order: the Customer's order for Services made by the Customer to the Supplier either (i) in writing; or (ii) orally.

Proposal: the document issued by the Supplier to the Customer that sets out the key commercial terms for the supply of Services and Deliverables from the Supplier to the Customer. For the avoidance of doubt, the Proposal forms part of the Contract.

Relevant Documentation: any document provided by or on behalf of the Supplier and received by the Customer that sets out the Deliverables and any information or instructions related to those Deliverables under these Terms and Conditions including but not limited to emails, proposals, a statement of work or an order summary.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services and / or Deliverables provided in writing by the Supplier to the Customer, as set out in or attached to the Proposal.

Supplier: Tony G Limited registered in England and Wales with company number O4680112.

Supplier Materials: has the meaning set out in clause 7.1.8.

Warranty Period: the warranty period set out in the Proposal.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to writing or written includes email.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services and Deliverables in accordance with these Conditions.

2.2 The Customer may also provide the Supplier with a Customer Concept. The Customer shall ensure that it provides the Supplier with as much information as the Supplier reasonably requests in order to respond to the Order and the Customer Concept (as applicable).

2.3 The Supplier shall, as soon as reasonably practicable after receiving an Order and the Customer Concept (as applicable), either:

2.3.1 inform the Customer that it declines to provide the requested Services and Deliverables; or

2.3.2 provide the Customer with a Proposal or other Relevant Documentation. Any quotation given by the Supplier in the Proposal shall not constitute an offer and is only valid for a period of thirty (30) days from its date of issue.

2.4 If the Supplier provides the Customer with a Proposal pursuant to clause 2.3.2, the Supplier and the Customer shall discuss and agree that Proposal.

2.5 The Order shall only be deemed to be accepted when both parties sign the Proposal, or, if the Customer agrees to the Proposal over the phone, when the Supplier sends the Customer the Supplier's signed version of the Proposal setting out the services to be provided (following such phone call) at which point and on which date the Contract shall come into existence (Commencement Date).

2.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations 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.

2.7 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 law, trade custom, practice or course of dealing.

3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Proposal (and, where applicable, the Specification) in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Proposal and/or 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 Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Delivery

- 4.1 The Supplier shall deliver the Deliverables to the location set out in the Proposal or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Deliverables are ready or on the date agreed between the parties from time to time.
- 4.2 Delivery is completed on the completion of unloading or installation of the Deliverables at the Delivery Location.
- 4.3 Any dates quoted for delivery 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 Deliverables 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 Deliverables.
- 4.4 If the Supplier fails to deliver or install the Deliverables, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Deliverables of similar description and quality in the cheapest market available, less the price of the Deliverables. The Supplier shall have no liability for any failure to deliver the Deliverables to the extent that such failure 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 Deliverables.
- 4.5 If the Customer fails to accept delivery of the Deliverables within three Business Days of the Supplier notifying the Customer that the Deliverables are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Deliverables:
 - 4.5.1 delivery of the Deliverables shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Deliverables were ready; and
 - 4.5.2 the Supplier shall store the Deliverables until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after the day on which the Supplier notified the Customer that the Deliverables were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Deliverables and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Deliverables or charge the Customer for any shortfall below the price of the Deliverables.

5. Quality

- 5.1 The Supplier warranty is limited to the Deliverables outlined in the Relevant Documentation.
- 5.2 Subject to clause 5.1 The Supplier warrants that on delivery and for the Warranty Period, the Deliverables shall:
 - 5.2.1 conform in all material respects with the Proposal subject to any material limitations and any environmental, maintenance and/or operational conditions impacting the Deliverables being within the Suppliers control; and
 - 5.2.2 be free from material defects in design, material and workmanship.
- 5.3 Subject to clause 5.2, if:

- 5.3.1 the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Deliverables do not comply with the warranty set out in clause 5.2;
- 5.3.2 the Supplier is given a reasonable opportunity of examining such Deliverables; and
- 5.3.3 the Customer (if asked to do so by the Supplier) returns such Deliverables to the Supplier's place of business at the Customer's cost,
- 5.3.4 the Supplier shall, at its option, repair or replace the defective Deliverables, or refund the price of the defective Deliverables in full.
- 5.4 Notwithstanding clause 5.3, the Customer must notify the Supplier in writing within 48 hours of delivery of the Deliverables of any snagging items. The Supplier shall attempt to rectify these snagging items within 48 hours from being notified, subject to there being no material limitations and/or any environmental, maintenance and/or operational conditions impacting the Supplier's ability to complete rectification of the snagging items.
- 5.5 The Supplier shall not be liable for the Deliverables' failure to comply with the warranty set out in clause 5.2 if:
 - 5.5.1 the Customer makes any further use of such Deliverables after giving notice in accordance with clause 5.3;
 - 5.5.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Deliverables or (if there are none) good trade practice regarding the same;
 - 5.5.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer (including the Customer Concept);
 - 5.5.4 the Customer alters or repairs such Deliverables without the written consent of the Supplier;
 - 5.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.5.6 the Deliverables differ from the Customer Concept or the Relevant Documentation as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.6 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Deliverables' failure to comply with the warranty set out in clause 5.2.
- 5.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.8 These Conditions shall apply to any repaired or replacement Deliverables supplied by the Supplier.

6. Title and Risk

- 6.1 The risk in the Deliverables shall pass to the Customer on completion of delivery in accordance with clause 4.2.
- 6.2 Title to the Deliverables shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Deliverables.
- 6.3 Until title to the Deliverables has passed to the Customer, the Customer shall:
 - 6.3.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Deliverables;
 - 6.3.2 maintain the Deliverables in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.3 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.2.2 to clause 12.2.4; and
 - 6.3.4 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (a) the Deliverables; and
 - (b) the ongoing financial position of the Customer.
- 6.4 At any time before title to the Deliverables passes to the Customer, the Supplier may require the Customer to deliver up all Deliverables in its possession that have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Deliverables are stored in order to recover them.

7. Customer's Obligations

- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order, the Proposal, the Customer Concept and any information it provides to the Supplier are complete and accurate;
 - 7.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 7.1.4 provide the Supplier in a timely manner with such information and materials (including the Customer Concept) 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;
 - 7.1.5 prepare the Customer's premises for the supply of the Services;
 - 7.1.6 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;
 - 7.1.7 comply with all applicable laws, including health and safety laws;
 - 7.1.8 keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 7.1.9 promptly notify the Supplier of any changes to its requirements for the Services, Deliverables and / or the Customer Concept;
 - 7.1.10 comply with the Operation and Maintenance Requirements;
 - 7.1.11 comply with any other additional obligations as set out in the Proposal; and
 - 7.1.12 ANY OTHER RELEVANT OBLIGATIONS.
- 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 Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 7.2.1 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 Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
 - 7.2.3 the Customer shall 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.

8. Charges and Payment

- 8.1 The Charges for the Services and Deliverables shall be calculated on a fixed fee basis, as specified in the Relevant Documentation and as agreed in writing between the parties.
- 8.1.1 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 and Deliverables including 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.
- 8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase Charges to reflect any increase in the cost of the Deliverables and Services that is due to:
- 8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Deliverables ordered, the Customer's requirements or instructions, the Customer Concept and / or Specification; or
- 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 8.3 The Supplier shall invoice the Customer in accordance with the Proposal or, if the Proposal is silent on invoicing, OR monthly in arrears.
- 8.4 The Customer shall pay each invoice submitted by the Supplier:
- 8.4.1 in accordance with the payment terms set out in the Proposal or, in the absence of any payment terms in the Proposal, within 30 days of the date of the invoice; and
- 8.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 8.5 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 at the same time as payment is due for the supply of the Services.
- 8.6 Unless otherwise stated in the Proposal or otherwise agreed in writing from time to time between the parties, the Charges are exclusive of the Supplier's charges for packaging and transport, which shall be invoiced to the Customer.
- 8.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.8 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 Subject to the Customer's compliance with clause 8.4, all Intellectual Property Rights in or arising out of or in connection with the Services and the Deliverables (other than pre-existing Intellectual Property Rights in any materials provided by the Supplier) shall be owned by the Customer, provided that Supplier shall continue to be free to use any know-how and residual knowledge it has gained throughout the course of providing the Services.
- 9.2 Unless expressed otherwise by the Supplier, the Customer acknowledges and agrees that the Supplier has the right to use images of the Deliverables on its website or otherwise for the purpose of promoting its business.
- 9.3 The Customer grants the Supplier, its employees, contractors, agents, subcontractors and consultants a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Concept and any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer. The Customer warrants that (i) it is the owner or licensor of all the rights in the Customer Concept and such materials; (ii) it is entitled to grant the licence under this clause to the Supplier; and (iii) the use of the Customer Concept and such materials by the Supplier, its employees, contractors, agents, subcontractors and consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 9.4 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Customer Concept. This clause 9.4 shall survive termination of the Contract.

10. Data Protection

- 10.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of Data Protection Legislation.
- 10.2 The parties agree that they shall both be controllers under the Contract in respect of any personal data processed by it and each agrees to comply with its obligations under the Data Protection Legislation.
- 10.3 For the avoidance of doubt, it is stated here that neither party is a processor on behalf of the other party in furtherance of their obligations under the Contract. In the event it is established at any time during the Contract that personal data is to be processed by the one party on behalf of the other, the parties shall:
 - 10.3.1 promptly enter into a data processing agreement on reasonable terms to be determined by both parties to ensure full compliance with Data Protection Legislation; and
 - 10.3.2 indemnify and keep the other party indemnified in full for any and all consequences (including a personal data breach) arising as a result of that party's failure to comply with any of its obligations under this clause 10.

11. Limitation of Liability

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.3 Nothing in this clause 11 shall limit the Customer's payment obligations under the Contract.
- 11.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 11.4.1 death or personal injury caused by negligence;
 - 11.4.2 fraud or fraudulent misrepresentation; and
 - 11.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.5 Subject to clause 11.2 (No limitation in respect of deliberate default), and clause 11.4 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall not exceed shall not exceed the total Charges payable under the Contract.
- 11.6 Subject clause 11.2 (No limitation in respect of deliberate default), clause 11.3 (No limitation of customer's payment obligations) and clause 11.4 (Liabilities which cannot legally be limited), this clause 11.6 sets out the types of loss that are wholly excluded:
 - 11.6.1 loss of profits.
 - 11.6.2 loss of sales or business.
 - 11.6.3 loss of agreements or contracts.
 - 11.6.4 loss of anticipated savings.
 - 11.6.5 loss of use or corruption of software, data or information.
 - 11.6.6 loss of or damage to goodwill; and
 - 11.6.7 indirect or consequential loss.
- 11.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.8 This clause 11 shall survive termination of the Contract.

12. Termination

- 12.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the Customer 30 days written notice.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 12.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - 12.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 12.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment and has still failed to pay such amount fourteen (14) days after being requested to do so in writing; or
 - 12.3.2 there is a change of control of the Customer.
- 12.3.3 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 Customer and the Supplier if:
 - 12.3.4 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 12.3.5 the Customer becomes subject to any of the events listed in clause 12.2.3 or clause 12.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
 - 12.3.6 the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 12.2.2.

13. Consequences of termination

- 13.1 On termination or expiry of the Contract:
 - 13.1.1 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 been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 13.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. 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 the Contract.
- 13.2 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.
- 13.3 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.

14. General

- 14.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If a Force Majeure Event prevents one party from performing its obligations under the Contract for a continuous period of 30 days or more, then the other party may terminate the Contract on one (1) week's written notice.
- 14.2 Assignment and other dealings.
- 14.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 14.3 Confidentiality.
- 14.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.3.2.
- 14.3.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 14.4 Entire agreement.
- 14.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.4.2 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 misstatement based on any statement in the Contract.
- 14.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 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 right or remedy. 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.
- 14.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.8 Notices.
- 14.8.1 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 registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Proposal.

- 14.8.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 14.8.3 This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.9 Third party rights.
- 14.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.