

# Terms & Conditions: Trade

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## 1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) Event Outside Our Control: is defined in clause 14;
  - (b) Goods: the goods that We are selling to you as set out in the Order;
  - (c) Guarantee: the guarantee attached to these Terms;
  - (d) Order: your order for the Goods and/or Services;
  - (e) Services: the services that We are providing to you as set out in the Order;
  - (f) Terms: the terms and conditions set out in this document; and
  - (g) We/Our/Us: Quickslide Limited Company Registration Number 05254717, Unit 15 Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW.
  - (h) You/Your: means the customer named in the order
- 1.2. Construction. In these Terms, the following rules apply:
- (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 or permitted assigns;
  - (c) Reference to a statute or statutory provision is a reference to such statute or 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;
  - (e) A reference to writing or written includes faxes and e-mails (unless We inform you otherwise).

## 2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you. These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you confirm the Order. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.
- 2.3. When you submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
- 2.4. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract (Contract) will come into existence between you and Us.
- 2.5. We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.6. The Contract created constitutes the entire agreement between Us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in the Order or these Terms.
- 2.7. Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, while we may agree to accept orders from addresses outside the UK mainland we do not deliver to areas outside the UK mainland or the Isle of Wight and do not have servicing engineers operating in these areas.

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- 2.8.** The images of the Goods on Our website and in Our catalogue or brochure or any other literature are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated in Our catalogue or brochure have a 2% tolerance.
- 2.9.** You shall indemnify Us 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 Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of any specification provided by you and this sub clause shall survive termination of the Contract.
- 2.10.** We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

## 3. CHANGES TO ORDER OR TERMS

- 3.1.** We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements.
- 3.2.** If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect.

## 4. DELIVERY OF GOODS

- 4.1.** Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. While we may agree to accept orders from addresses outside the UK mainland we do not deliver to areas outside the UK mainland (including the Isle of Wight or the northern highlands of Scotland).
- 4.2.** We will contact you with an estimated delivery week on the day on which we receive payment from you in cleared funds after we have accepted your order. On the week prior to the estimated delivery week We will contact you and provide you with an estimated day of delivery. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 14 for Our responsibilities when this happens.
- 4.3.** Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us and the Goods will be your responsibility from that time.
- 4.4.** If We fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Event Outside Our Control or your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5.** If you fail to take delivery of the Goods within 3 working days of our first attempted delivery, then, except where such failure or delay is caused by an Event Outside Our Control or our failure to comply with Our obligations under the Contract:
- (a)** delivery of the Goods shall be deemed to have been completed at 9:00 am on the third working day following our first attempted delivery; and
  - (b)** We shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

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- 4.6.** If 10 working days after the day on which We notified you that the Goods were ready for delivery you have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 4.7.** You shall not be entitled to reject the Goods if We deliver up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from you that the wrong quantity of Goods was delivered.
- 4.8.** We may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. TITLE AND RISK

- 5.1.** The risk in the Goods shall pass to you on completion of delivery.
- 5.2.** Title to the Goods shall not pass to you until receipt by Us of payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.3.** Until title to the Goods has passed to you, you shall:
- (a)** store the Goods separately from all other goods held by you so that they remain readily identifiable as Our property;
  - (b)** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c)** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d)** notify us immediately if you become subject to any of the events listed in clause 13.1(b) to 13.1(m); and
  - (e)** give Us such information relating to the Goods as We may require from time to time.
- 5.4.** If before title to the Goods passes to you, you become subject to any of the events listed in clause 13.1(b) to 13.1(m) then, without limiting any other right or remedy We may have:
- (a)** the right to resell the Goods by you or use them in the ordinary course if your business ceases immediately; and
  - (b)** We may at any time:
    - (i)** require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii)** if you fail to do so promptly, enter your premises or the premises of any third party where the Goods are stored in order to recover them.

## 6. PROVIDING SERVICES

- 6.1.** We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order.
- 6.2.** We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control happens.
- 6.3.** We may need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with such reasonable information that We require to carry out the Services, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 6.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you.

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- 6.4.** We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 6.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 6.5.** If you do not pay Us for the Services when you are supposed to as set out in clause 11.7, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. This does not affect Our right to charge you interest under clause 11.8.
- 6.6.** If We design the Goods for you, We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations We make in connection with the Goods for you.

## 7. SURVEY

- 7.1.** We will try to carry out the survey as soon as possible before the Order is completed.
- 7.2.** When We carry out the survey at your property our surveyor may find additional work that will have to be dealt with before we can carry out the contract. If We are able to carry out such work ourselves, We will quote for doing so. If you are not prepared to pay Our price for the remedial work, you may have it carried out by someone else before you proceed with your contract with us.
- 7.3.** If you instruct us to carry out a survey and you place an order with Us to supply the Products but not the installation Services, you accept it is your responsibility for ensuring that the measurements and dimensions of the Products specified in the Order are correct and accurate and you agree that we shall have no liability in respect of any incorrect dimensions and/or measurements.

## 8. INSTALLATION

- 8.1.** Our Order confirmation will contain either an anticipated start date for installation of the Goods or an anticipated delivery time.
- 8.2.** If We are unable to start installation by the anticipated start date, (unless caused by circumstances beyond our control) you will be entitled to require Us to start within a further six weeks.
- 8.3.** The Goods shall be installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, with FENSA standards.
- 8.4.** When We carry out the installation our installers may find additional work at the property at which the installation is taking place (Subject Property) that will have to be dealt with by you before We can continue.
- 8.5.** You must clear the areas in the Subject Property where we are installing the Goods and remove anything that has monetary or sentimental value.

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## 9. GUARANTEE OF GOODS

- 9.1.** If we have guaranteed the Product as specified in the Guarantees the terms of the Guarantee shall apply to the Product. However, the Guarantee will not apply in the circumstances described in clause 9.2.
- 9.2.** This Guarantee does not apply to any defect in the Product arising from:
- (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) misuse, neglect, lack of maintenance or from causes beyond Our control (such as fire, flooding, criminal damage etc);
  - (d) internal condensation caused by excess moisture in the domestic environment or external condensation which can occur in certain climatic conditions;
  - (e) if you fail to operate or use the Product in accordance with the user instructions or any guidelines supplied by us;
  - (f) any alteration or repair by you or by a third party who is not one of Our authorised repairers;
  - (g) any specification provided by you;
  - (h) minor imperfections in and on glass arising from manufacturing outside the scope of visual quality standards; and
  - (i) in the event of any exclusions specified in the Guarantee.
- 9.3.** You must notify us of any defects in the Product or Services within 28 days of discovery of the defect, preferably in writing using our complaints procedure set out in clause 16.2.
- 9.4.** Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent possible.

## 10. IF THERE IS A PROBLEM WITH THE SERVICES OR GOODS

- 10.1.** In the unlikely event that there is any defect with the Services or Goods:
- (a) contact Us and tell Us as soon as reasonably possible; and
  - (b) give Us a reasonable opportunity to repair or fix any defect.
- 10.2.** If we are called out to the Subject Property and there is no defect with the Services or Goods we reserve the right to charge a reasonable call out fee. We will provide information about those charges before we attend the Subject Property.

## 11. PRICE AND PAYMENT

- 11.1.** The price of the Goods and/or the Services will be set out in the Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed.
- 11.2.** These prices are exclusive of VAT which will be charged on the prices where applicable. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 11.3.** Any payments you make to Us which We are accepted as a deposit will be protected by the GGF Fund Ltd. You can obtain information on the terms of the protection from the Glass and Glazing Federation (info@ggf.org.uk) 0207 939 9100.
- 11.4.** The prices for the delivery costs are usually shown separately on the Order but are included in the total overall price specified in the Order, which will be added to the total amount due.

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- 11.5.** It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our literature or website We will contact you to tell you and wait for your instructions. If the pricing error is obvious and unmistakable and could have reasonably be recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 11.6.** Where We are providing Goods to you, you must (unless we agree otherwise and confirm such agreement in writing) make payment for Goods in advance by credit, debit card or by way of direct bank transfer. We reserve the right to accept or refuse payment by cheque. If we invoice you on an interim basis then you must make payment on presentation of the invoice.
- 11.7.** Where We are providing Services to you, We will usually ask you to make an advance payment of the price of the Services. Your rights to a refund on cancellation are set out in clause 14. We will invoice you for the balance of the Services either at intervals during the carrying out of the Services or on or any time after We have performed the Services. You must pay each invoice in cleared monies as per the specific Payment Terms and Conditions details on the invoice itself.
- 11.8.** If you do not make any payment due to Us by the due date for payment you shall pay interest on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

## 12. OUR LIABILITY TO YOU

- 12.1.** Nothing in these Terms shall limit or exclude Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (e) defective products under the Consumer Protection Act 1987
- 12.2.** Subject to clause 12.1:
- (a) We shall under no circumstances whatever be liable to you, 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) Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price you have paid for the Goods and/or Services.
- 12.3.** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4.** This clause 12 shall survive termination of the Contract.

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## 13. TERMINATION

- 13.1.** 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 28 days after receipt of notice in writing to do so;
  - (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 or limited liability partnership) 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)** the holder of a qualifying charge 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 13.1(b) to clause 13.1(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;
  - (l)** your financial position deteriorates to such an extent that in Our opinion of your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or
  - (m)** the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2.** Without limiting Our other rights or remedies, We may terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment.
- 13.3.** Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and Us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 13.2(b) to clause 13.2(m), or we reasonably believe that you are about to become subject to any of them.



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**13.4.** On termination of the Contract for any reason:

- (a) you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt;
- (b) you shall return any Goods which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you 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. EVENTS OUTSIDE OUR CONTROL

**14.1.** For the purposes of this Contract, Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce 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.** We shall not be liable to you as a result of any delay or failure to perform Our obligations under these Terms as a result of an Event Outside Our Control.

**14.3.** If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than 4 weeks, We shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

## 15. OUR ADDITIONAL RIGHTS TO CANCEL

**15.1.** We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services.

If this happens:

- (a) We will promptly contact you to let you know;
- (b) if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;
- (c) where We have already started work on your Order for Services or made-to-measure Goods, We will not charge you anything and you will not have to make any payment to Us.

**15.2.** Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

## 16. INFORMATION ABOUT US

**16.1.** We are a company registered in England and Wales . Our company registration number is 05254717 and Our registered office is at Unit 15 Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW.

**16.2.** If you have any questions or if you have any complaints, please contact Us. We will supply you with details of Our complaints procedure.

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## 17. OTHER IMPORTANT TERMS

### 17.1. Assignment and other dealings.

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our 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) You shall not, without Our prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

### 17.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 17.3. Severance.

- (a) 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.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**17.4.** Waiver. A waiver of any right under the Contract or law 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.5.** No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party or any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**17.6.** Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

**17.7.** Variation. Except as set out in these Terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us.

**17.8.** Governing law. These Terms and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**17.9.** Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).