

Terms & Conditions of Sale Trade

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1.0 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 12;
- b) GGF: Glass and Glazing Federation (of which We are a member) of 54 Ayres Street, London, SE1 1EU;
- c) Goods: the goods (or any part of them) set out in the Order;
- d) Guarantee Document: the guarantee document attached to these Terms;
- e) Order: Your order for the Goods and/or Services;
- f) Services: the services that We are providing to You as set out in the Order;
- g) Subject Property: has the meaning given in clause 7.3;
- h) Terms: the terms and conditions set out in this document;
- i) We/Our/Us: Quick Slide Limited, Company Registration Number 05254717, Unit 15 Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW; and
- j) 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; and
- e) A reference to writing or written includes e-mails (unless We inform You otherwise).

2.0 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, which will be in the form of an order acknowledgement sent via email, at which point a contract (Contract) will come into existence between You and Us. We may need to carry out a survey before we can accept Your Order, please see clause 6 for further details.

2.5. We shall assign a quotation number to each quotation that We issue to You. When we confirm Your Order, we shall assign an order number to which that Order relates. 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 (including the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or the northern highlands of Scotland) and do not have servicing engineers operating in these areas. Our Guarantee does not apply to orders accepted from or Goods installed at addresses outside the UK mainland.

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 and do not form part of the Contract or have contractual force. 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 are subject to normal manufacturing tolerances.

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 arising out of or in connection with any claim made against Us: (i) 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; or (ii) for the supply of defective goods pursuant to the Consumer Protection Act 1987, where the defect arises as a result of: Us following Your design and/or specification for the Goods; the incorrect installation of the Goods by You or any third party; and/or a design and/or installation fault in the subsequent product of which the Goods form part. This clause 2.9 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.

3.0 Delivery Of Goods

3.1. Reference to "delivery" in these Terms includes Us delivering the Goods to You or You collecting the Goods from Us.

3.2. Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and Your address. We do not accept orders from or deliver to addresses outside the UK mainland (including the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or the northern highlands of Scotland).

3.3. If payment of a deposit is required, We will contact You with an estimated delivery date after We have received payment of the deposit from You in cleared funds. After We have accepted Your Order We will issue You with an order acknowledgement which will confirm the estimated delivery date. If We do not deliver the Goods to You on that estimated delivery date, We will contact You to arrange a new estimated delivery date. Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 12 for Our responsibilities when this happens.

3.4. Delivery of an Order shall be completed when We deliver the Goods to the nearest access point possible to the address You gave Us and the Goods will be Your responsibility from that time. We are not responsible for taking the Goods inside any property.

3.5. 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.

3.6. If You fail to take delivery of the Goods on Our first attempted delivery We will contact You to arrange delivery again but We cannot guarantee when this will be. 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 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).

3.7. 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.

3.8. 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.

4.0 Title

4.1. Title to the Goods shall not pass to You until the earlier of:

- a) Us receiving 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; and
- b) You reselling the Goods, in which case title to the Goods shall pass to You at the time specified in clause 4.3.

4.2. 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 11.1(b) to 11.1(m); and
- e) give Us such information relating to the Goods as We may require from time to time.

4.3. Subject to clause 4.4, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, if you resell the Goods before that time You do so as principal and not as Our agent and title to the Goods shall pass from Us to You immediately before the time at which resale by You occurs.

4.4. If before title to the Goods passes to You, You become subject to any of the events listed in clause 11.1(b) to 11.1(m) then, without limiting any other right or remedy We may have:

- a) Your right to resell the Goods or use them in the ordinary course of Your business shall cease 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.

5.0 Providing Services

5.1. 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.

5.2. 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 12 for Our responsibilities when an Event Outside Our Control happens.

5.3. 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 for it.

5.4. 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. If we suspend the Services under this clause 5.4 You do not have to pay for the Services while they are suspended under this clause 5.4 but this does not affect Your obligation to pay for any invoices We have already sent You.

5.5. If You do not pay Us for the Services when You are supposed to as set out in clause 9, without prejudice to any other rights We may have, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts.

5.6. 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.

6.0 Survey

6.1. If We decide We need to carry out a survey, We will carry out the survey as soon as possible after the agreement (subject to survey) of a quotation. Following completion of the survey, We will either accept Your Order or provide You with a revised quotation for Your consideration.

6.2. If You place an order with Us to supply the Goods but not to install them, regardless of whether We have carried out a survey, You accept it is Your responsibility to ensure that the measurements and dimensions of the Goods 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.

7.0 Installation

7.1. If Our Services include installation of the Goods, Our Order acknowledgement will contain an anticipated start date for installation of the Goods. If We are unable to start installation by the anticipated start date, (unless caused by an Event Outside Our Control) We will contact you via telephone or email with a new anticipated start date.

7.2. If we are installing the Goods, We shall ensure that they are installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, with FENSA standards.

7.3. 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. This may include additional work which was not foreseeable at the point of a survey.

7.4. You must clear the areas in the Subject Property where We are installing the Goods and remove anything that has monetary or sentimental value.

7.5. Our total liability for damage to the Subject Property and/or any tangible goods located at the Subject Property shall in no circumstances exceed £5,000 in aggregate in respect of the Contract.

8.0 Guarantee Of Goods

8.1. We guarantee the Goods in accordance with the terms of the Guarantee Document and this clause 8 (Guarantee).

8.2. We guarantee to You that the various components of the Goods as specified in the Guarantee Document will not suffer the corresponding types of damage listed under the heading "Coverage & Limitations" in the Guarantee Document, subject to the limitations specified under the same heading.

8.3. This Guarantee shall last from:

a) if We are delivering the Goods to You, the date that the Goods are delivered to You;
b) if You are collecting the Goods from Us, the date that You collect the Goods; or
c) if We are installing the Goods, the date of completion of the installation, until the end of the period specified under the heading "Guarantee Period" in the Guarantee Document.

8.4. Our Guarantee does not apply to any defect in the Goods arising from:

a) fair wear and tear;
b) accidental damage (including glass breakages), wilful damage, abnormal storage or working conditions, or 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 (for more information please see the GGF Condensation Guide available on Our website);
e) weathering or other influences in excess of normal natural conditions whether known, unknown or not anticipated at the time of issue of the Guarantee Document;
f) mechanical abrasion;
g) penetration of insects, misting or mould growth;
h) incorrect installation;
i) Your failure to follow the oral or written instructions We provided as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
j) any alteration or repair by You or by a third party who is not one of Our authorised repairers;
k) any specification provided by You;
l) minor imperfections in and on glass arising from manufacturing outside the scope of the visual quality standards of the GGF;

- m) acts of God; and
- n) any exclusions specified in the Guarantee Document.

8.5. You must notify Us in writing of any defects in the Goods or Services within 28 days of discovery of the defect in writing, using the complaints procedure detailed on Our website quoting Your order number.

8.6. You are not entitled to claim under the Guarantee if any one or more of the following apply:

- a) You do not carry out the maintenance specified in the Guarantee Document;
- b) Your use of the Goods and/or the installation of the Goods takes place in a location where weather and/or the environmental conditions are outside of the UK mainland parameters that the Goods have been tested to;
- c) Your use of the Goods is not recommended by Us or UK building codes and practices;
- d) You have not paid for the Goods in full and/or associated Services (e.g. installation) in full;
- e) You do not provide the job number when you submit your claim under the Guarantee;
- f) the Goods have been installed outside of the UK (as described in clause 2.7); or
- g) the Goods have been installed in areas where salt-based atmospheric corrosion could be a contributing factor in the accelerated degradation of metal components.

8.7. Our liability under the Guarantee shall be to repair or replace the relevant component of the Goods, or to refund the price of such defective components, as We decide in Our sole discretion. In no circumstances shall Our liability under this Guarantee exceed the replacement value of the defective part of the Goods.

8.8. A successor in title to the Goods shall be entitled to enforce the provisions of this clause 8, subject to their compliance with the provisions of the Guarantee, including clause 8.4.

8.9. 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.

8.10. 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 call out fee. We will provide information about those charges before We attend the Subject Property.

9.0 Price And Payment

9.1. 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 have already been accepted by Us in accordance with clause 2.4.

9.2. 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.

9.3. 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.

9.4. 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 Order processing procedure 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 been recognised by You as a mispricing, We do not have to provide the Goods to You at the incorrect (lower) price.

9.5. 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 debit card or by way of direct bank transfer or by any other payment method agreed between You and Us. 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.

9.6. Where We are providing Services to You, subject to any payment terms We have agreed with You, We will usually ask You to make an advance payment of the price of the Services. We will invoice You for the balance of the Services either at intervals or on or any time after We have performed the Services. You must pay each invoice in cleared funds on the date of presentation of the invoice by such method as We shall reasonably require.

9.7. The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

10.0 Our Liability To You

10.1. Nothing in these Terms shall limit or exclude Our liability for:

a) death or personal injury caused by its 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 Goods under the Consumer Protection Act 1987.

10.2. Subject to clause 10.1:

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.

10.3. 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.

11.0 Termination

11.1. Without limiting its other rights or remedies, either 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 11.1(b) to clause 11.1(m) (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.

11.2. 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 the Contract on the due date for payment.

11.3. We may have to terminate 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; and
- 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.

11.4. Once We have begun to provide the Services to You, We may terminate 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.

11.5. 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 11.1(b) to clause 11.1(m), or We reasonably believe that You are about to become subject to any of them.

11.6. 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;
- a) 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;
- b) 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
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12.0 Event Outside Our Control

12.1. 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), epidemic or pandemic and its effects including quarantine, business closure, personnel sickness or requirement to isolate, 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.

12.2. 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.

12.3. 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.

13.0 Other Terms

13.1. 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 Our obligations under the Contract to any third party.

b) You shall not, without Our prior written consent, 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.

13.2. Notices.

a) Any notice 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.

b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(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; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3. 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.

13.4. 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.

13.5. 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 for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6. Third parties.

Save as set out in clause 8.7, a person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7. Variation.

We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements. Any other variation to these Terms, including the introduction of any additional terms and conditions, shall not be effective unless it is agreed in writing and signed by Us.

13.8. Governing law and jurisdiction.

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. 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).

14.0 Agreement To Terms

Please read these terms and conditions carefully before signing. By signing you acknowledge that you have read and accept Our terms and conditions.

I've read and accept the Terms and Conditions.

Full Name

Date

Signed