

ASCOTT FABRICATIONS LTD
Terms & Conditions
for Supply of Goods & Services

1. INTERPRETATION

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

1.1 Definitions:

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

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

Client: the individual, person, or firm including, corporate bodies, associations and sole traders who purchases the Goods and/or Services from the Supplier.

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

Commencement Date: has the meaning given in [Clause 2.2](#).

Conditions: these **terms and conditions** as amended from time to time in accordance with [Clause 16.8](#).

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

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

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

Deliverables: the deliverables set out in the Order produced by the Supplier for the Client.

Delivery Location: has the meaning given in [Clause 5.1](#).

Delivery Note: document that accompanies a shipment (or collection) of Goods, which provides details of the Goods and quantity delivered or collected.

Force Majeure Event: has the meaning given to it in [Clause 15](#).

GDPR: General Data Protection Regulation.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Client and the Supplier.

Installation: Installation of Goods and Materials.

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

Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's acceptance of the Supplier's Quote by issuing a Purchase Order or other form of written acceptance.

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

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

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

Supplier: Ascott Fabrications Ltd, registered in England and Wales with company number 04485828. Registered office is Unit 5 Hoyle Head Mills, New Street Earlsheaton, Dewsbury, West Yorkshire, WF12 8JJ.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or **term** preceding those **terms**.
- (e) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Client to purchase Goods in accordance with these **Conditions**.
- 2.2 The Order shall only be deemed to be accepted when the Client issues acceptance of the Order by accepting the Supplier's Quote in writing and/or the Supplier issues a Purchase Order, at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions of the Goods or illustrations, or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These **Conditions** apply to the Contract to the exclusion of any other **terms** that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 14 calendar days from its date of issue.

3. GOODS

- 3.1 The Goods are described as per the Goods Specification provided by the Supplier.
- 3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Client in any such event.
- 3.3 The Supplier is able to provide a design Service for the Goods or work from designs provided by the Client. Please note that [Clause 12](#) and the Suppliers liability in respect of designs.
- 3.4 The risk in the Goods supplied by the Supplier shall pass to the Client on completion of delivery or collection.
- 3.5 When the Client signs the Delivery Note to accept delivery of or collection of the Goods, they accept that the Goods are not damaged in any way.
- 3.6 Title to the Goods supplied by the Supplier shall not pass to the Client until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 3.7 Until title to the Goods and Materials has passed to the Client, the Client shall:

- (a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods and Materials in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in [Clause 13.2\(c\)](#), to [Clause 13.2\(f\)](#); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

4. QUALITY OF GOODS

- 4.1 The Supplier confirms the Goods supplied will have the benefit of a 3-month warranty which commences on the day of delivery or collection of the Goods. Please note that this guarantee is subject to inspections being carried out by the Supplier, to assess the validity of any such claim being accepted and the Supplier reserves the right to reject any such claim resulting from misuse or negligence.
- 4.2 Subject to [Clause 4.3](#), the Supplier shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full if:
- (a) the Client gives notice in writing, during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in [Clause 4.1](#);
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Client's cost.
- 4.3 The Supplier shall not be liable for the Goods and Materials failure to comply with the warranty in [Clause 4.1](#) if:
- (a) the Client makes any further use of such Goods after giving a notice of an defect and/or malfunction in accordance with [Clause 4.2](#);
 - (b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Client;
 - (d) the Client alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working **conditions**; or
 - (f) the Supplier is required to make changes to the Goods to make them functional;
 - (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

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

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

5. DELIVERY AND COLLECTION OF GOODS

5.1 The Supplier shall arrange delivery of the Goods (unless collection is otherwise agreed between the parties) to the location set out in the Order or such other location as the parties may agree (**Delivery Location**). The Supplier will ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Client and Supplier reference numbers, the type and quantity of the Goods and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

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

5.3 Any dates quoted for delivery of the Goods are approximate only and are subject to change, and the time of delivery is not of the essence.

5.4 If the Client fails to take delivery of the Goods within 3 Business Days of the Supplier notifying the Client that the Goods are ready and will be delivered, 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:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 3rd Business Day after the day on which the Supplier notified the Client that the Goods were ready]; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

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

5.6 The Client is permitted to collect the Goods with express agreement with the Supplier. Upon collection of the Goods, at an agreed date and time (with the Supplier), the Client will be required to sign a delivery note to confirm that collection has taken place. Please note that it is the Client's obligation to ensure that they provide a suitable vehicle to collect the Goods.

6. ALTERATIONS TO THE SPECIFICATION DOCUMENT

6.1 The parties may at any time mutually agree upon and execute new Goods Specification Documents. Any alterations in the scope of Goods to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed Goods and price and any other terms agreed between the parties.

6.2 The Client may at any time request alterations to the Goods Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Client by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

6.3 Where the Supplier gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

6.4 Where the Supplier gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Goods Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall (where applicable):

- (a)** ensure that the **terms** of the Order and any information it provides in the Goods Specification are complete and accurate;
- (b)** co-operate with the Supplier in all matters relating to the Goods;
- (c)** provide the Supplier with full and clear access to the site when making deliveries;
- (d)** ensure the area where the Goods are to be delivered free of obstructions;
- (e)** provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods, and ensure that such information is complete and accurate in all material respects;
- (f)** provide the Supplier (if needed) with a point of contact;
- (g)** provide the Supplier with details of specific times within which the Client can accept the delivery of the Goods;
- (h)** ensure they sign the delivery note when accepting any delivery or collecting Goods;
- (i)** obtain and maintain all necessary licences, permissions and consents which may be required for the Goods before the Goods are ordered and delivered;
- (j)** comply with all applicable laws, including health and safety laws.

7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a)** without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the productions of delivery of the Goods until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- (b)** the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 7.2](#);
- (c)** the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order.

8.2 The Supplier may invoice the Client for the Goods on or at any time after the completion of delivery.

- 8.3** Payment will be required by the Client, within 30 days from the month end, in accordance with the Client's payment terms and as stipulated within the invoice. If no such payment terms are stated on the invoice, then the default will be 30 days.
- 8.4** If the Client cancels the agreed works at any point after Order and prior to delivery or collection, they will be liable to pay for any and all works carried out by the Supplier in the productions of the Goods up to the point of cancellation, as a cancellation fee. In such circumstances the Supplier will issue and invoice which will be payable immediately upon receipt.
- 8.5** The price stipulated by the Supplier is for the Goods as described in Quote only. Any variations to the Goods or additions will result in variations to the prices charged, details of which will be provided by the Supplier.
- 8.6** The Client shall pay each invoice submitted by the Supplier by Card, Direct Bank Transfer or BACS in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 8.7** All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where applicable, the VAT element of the invoice will be clearly specified and payment of this taxable element, is due upon the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.8** If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under [Clause 13](#) (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 8.6](#) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 8.9** The Supplier is permitted to claim, and the Client is liable to pay any and all fees, charges and costs relating to the instruction of Debt Collection/Recovery agents and/or Solicitors in the recovery of outstanding debts owed or disputes arising under the Contract.
- 8.10** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 9.2** The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Goods to the Client.

10. DATA PROTECTION AND DATA PROCESSING

- 10.1** The Client and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Client is the Data Controller, and the Supplier is the Data Processor in respect of any Personal Data.
- 10.2** The Supplier shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.
- 10.3** The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

- 10.4** Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- 10.5** The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
- (a)** take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i)** the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - (ii)** the nature of the data to be protected.
 - (b)** take reasonable steps to ensure compliance with those measures.
- 10.6** Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this [Clause 10](#).
- 10.7** The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.

11. CONFIDENTIALITY

- 11.1** Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Client's, or Client's Suppliers of the other party, except as permitted by [Clause 11.2](#).
- 11.2** Each party may disclose the other party's confidential information:
- (a)** to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 11](#); and
 - (b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. LIMITATION OF LIABILITY:

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

12.2 Subject to [Clause 12.1](#), the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data, or information;
- (f) any damage, losses or issues arising from any designs or measurements provided by the Client for the Goods;
- (g) any damage, losses or issues arising after the Client has authorised any drawings provided by the Supplier for the Goods;
- (h) any damage, losses or issues arising after the Client has signed the delivery note (upon collection or delivery) for the Goods;
- (i) any damage, losses or issues arising when the Client collects the Goods;
- (j) loss of or damage to goodwill; and
- (k) any indirect or consequential loss.

12.3 Subject to [Clause 12.1](#), the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total charges paid under the Contract.

12.4 All claims against Supplier must be brought within one 1 year after the cause of action arises and the Client waives any statute of limitations which might apply by operation of law or otherwise.

12.5 This [Clause 12](#) shall survive termination of the Contract.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract prior to delivery or collection by giving the other party 24 hours written notice. If the Client terminates the Contract they will still be liable for the Cancellation Fee as per [Clause 8.4](#). If the Supplier terminates in such circumstances, they will refund any advanced payment which has been received.

13.2 Without affecting any other right or remedy available to it, Supplier may terminate the Contract with immediate effect by giving written notice to the other Client if:

- (a) the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 24 hours of that party being notified in writing to do so;
- (b) the Client fails to pay any amount due under the Contract on the due date for payment;
- (c) the Client takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether

voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- (d) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (e) the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (f) there is a change of control of the Client.

13.3 Without affecting any other right or remedy available to it, the Client may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier, if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in [Clause 13.2\(c\)](#) to [Clause 13.2\(f\)](#), or the Supplier reasonably believes that the Client is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

- (a) if cancelled prior to delivery or collection, the Client shall immediately pay to the Supplier the Cancellation Fee which will be owed in accordance with [Clause 8.4](#) and, in respect of Goods/Materials supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt; or
- (b) if cancelled after manufacturing of the Goods has commenced, the Client will be liable to pay for all works carried out up to the point of termination. The Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt; or
- (c) if cancelled after manufacturing of the Goods has commenced, the Client will be liable to pay for the agreed price of the Goods in full. The Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt.

14.2 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.

14.3 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.

15. FORCE MAJEURE

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

16. GENERAL

16.1 Assignment and other dealings

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

16.2 Notices

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

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.4 Waiver

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

16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement.

- (a)** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- (b)** Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misrepresentation] based on any statement in the Contract.
- (c)** Nothing in this clause shall limit or exclude any liability for fraud.

16.7 Third parties rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **term** of the Contract.

16.8 Variation

Except as set out in these **Conditions**, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.10 Jurisdiction

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