

## Terms and Conditions

### 1 Definitions and interpretation

In these terms and conditions (the “**Terms and Conditions**”) the following words shall have the following meanings:

<b>Affiliate</b>	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
<b>Applicable Law</b>	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday when banks are open for non-automated business in England;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential;
<b>Contract</b>	means this agreement between You and Us for the sale and purchase, and maintenance (where applicable) of the Deliverables;
<b>Data Protection Laws</b>	means the UKGDPR, the Data Protection Act 2018, any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of them;
<b>Deliverables</b>	means the Goods or Services or both as the case may be;
<b>Documentation</b>	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;
<b>Force Majeure</b>	means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, pandemic or epidemic, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving Our or Our suppliers’ workforce;
<b>Goods</b>	means the goods and other physical material set out in the Order and to be supplied by Us to You in accordance with the Contract;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case whether registered or not including any applications to protect or register such rights and including all renewals and extensions of such rights or applications whether vested, contingent or future to which the relevant party is or may be entitled, and in whichever part of the world existing;
<b>Location</b>	means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order;
<b>Materials</b>	the content, documentation, materials, data, information and/or any other items provided by You or on Your behalf from time to time in connection with the Contract;
<b>Normal Working Hours</b>	means 8.00am until 5.00pm on Business Days;
<b>Order</b>	means the document identified by Us as the Order which sets out in detail Your order for the Deliverables;
<b>Our Personnel</b>	all Our employees, officers, staff, other workers, agents and consultants and any of Our sub-contractors who are appointed by Us from time to time;

<b>Price</b>	has the meaning given in clause 7.1;
<b>Services</b>	means the services set out in the Order to be supplied by Us to You in accordance with the Contract;
<b>Specification</b>	means the description or Documentation provided for the Deliverables set out or referred to in the Contract;
<b>UK Mainland</b>	means England, Scotland, Wales and Northern Ireland excluding all and any islands;
<b>We, Us, Our, Ours</b>	means Protec Baths Ltd or any Affiliate which has agreed to sell, supply or maintain the Deliverables to You and whose details are set out in the Order;
<b>UKGDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
<b>Protec</b>	Protec Baths Limited registered in England & Wales with company registration number 14029947 registered office at Westgate Business Park, Middleway, St. Blazey PL24 2GE;
<b>You, Your, Yours</b>	means the person, business or organisation which has agreed to purchase the Deliverables from Us and whose details are set out in the Order.

- 1.1 In these Terms and Conditions, unless the context otherwise requires:
- 1.1.1 a reference to the Contract includes these Terms and Conditions and the Order,
  - 1.1.2 any clause or other headings in these Terms and Conditions are included for convenience only and shall have no effect on the interpretation of these Terms and Conditions;
  - 1.1.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
  - 1.1.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 1.1.5 words in the singular include the plural and vice versa;
  - 1.1.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.
- 2 Application of these Terms and Conditions**
- 2.1 These Terms and Conditions apply to and form part of the Contract between You and Us to the exclusion of all other terms and conditions including any terms and conditions You purport to apply, through Your standard documentation or by any other means, and any terms and conditions which may otherwise be implied by trade, custom practice or course of dealing.
- 2.2 You acknowledge that You are relying solely upon Your own skill and judgement in determining the suitability, fitness (general or specific) of the Deliverables.
- 2.3 By placing an Order with Us you accept, and agree to comply with these Terms and Conditions.
- 2.4 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract. Descriptions and illustrations contained in Our catalogue, price lists and other advertising material are intended only to present a general idea of the goods and services described and none of these form part of the Contract.
- 2.5 Unless We otherwise agree in writing, all Specifications and particulars of dimensions are approximate only.
- 3 Orders and Quotations**
- 3.1 Each Order by You shall be an offer to purchase the Deliverables from Us subject to these Terms and Conditions.
- 3.2 To validly place an Order, You must return a completed and signed copy of the Order.
- 3.3 We may accept or reject an Order at Our discretion. An Order will not have been accepted, and there will be no binding obligation to supply any Deliverables, until;
- 3.3.1 We have accepted the Order in writing; or
  - 3.3.2 by Us delivering or performing the Deliverables; or

- 3.3.3 where We have notified You that the Deliverables are ready to be delivered or performed (as the case may be).  
whichever is the earlier.
- 3.4 You warrant that anyone signing on Your behalf has full capacity and authority to enter into the Contract.
- 3.5 Quotations are not intended to be legally binding contracts with You and will only be valid for 28 days from the date of the quotation unless We agree otherwise.
- 4 Making changes to Your Order**  
You may not make any changes to Your Order after We have accepted it unless We agree in writing. Where We agree to any changes, We may amend the Price accordingly.
- 5 Services**
- 5.1 If We have agreed to provide Services to You, the following additional conditions apply:
- 5.1.1 We will provide Services to You during Normal Working Hours, unless extended working hours have been agreed between You and Us, at the Location.
- 5.1.2 You agree to permit Our Personnel at all reasonable times to have access to such of Your premises as is necessary for the purpose of carrying out the Services.
- 5.1.3 You will use Your best endeavours to ensure the health and safety of Our Personnel who visit your premises. Where, in Our opinion, such health and safety provision is inadequate We shall be entitled to suspend or cancel the Services.
- 6 Your responsibilities**
- 6.1 You will promptly provide Us with all information, assistance, access, Materials and resources that We may reasonably require in connection with the Deliverables.
- 6.2 You will ensure that all information which You provide to Us is accurate, adequate and complete.
- 6.3 You shall be responsible for determining whether the Deliverables are suitable for their contemplated use whether or not such use is made known Us.
- 6.4 Where We have agreed to install the Goods, it is Your responsibility to:
- 6.4.1 ensure that You notify Us of any regulations, rules, guidance and other requirements which apply to You and Your premises but You shall at all times remain responsible for compliance with the same;
- 6.4.2 determine the location where the Goods will be installed taking into account Our instructions and health and safety matters; and
- 6.4.3 ensure that the premises are structurally sound for the installation of the Goods and are in a satisfactory condition and technically suitable for the purposes of the Contract.
- 6.5 You must ensure that You have all consents, licences, authorisations, certificates and permits (whether statutory, regulatory, contractual or otherwise and in any relevant jurisdiction) to perform Your obligations under the Contract.
- 6.6 Any delay and/or breach of Our obligations under the Contract caused by Your failure or delay in performing any of Your obligations under the Contract will be Your responsibility. In each case that You fail or delay in performing any of Your obligations under the Agreement the date for performance will be extended by a period which is equal to at least the period of Your delay and We will continue to invoice and You will continue to pay the charges.
- 6.7 You will perform any customer dependencies as reasonably requested by Us from time to time.
- 6.8 If You fail to perform any of the customer dependencies by the relevant date instructed by Us, We will not be held responsible for any impact that this may have on the Deliverables, the date for performance of any of Our obligations which relate to or are dependent on such performance by You will be extended by a period reasonably determined by Us to reflect the period of Your delay.
- 6.9 You shall promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the Deliverables (including import licences).
- 7 Price**
- 7.1 The price for the Deliverables will be as set out in the Order or, where no Price is set out, will be calculated in accordance with Our charges in force from time to time (the **Price**).
- 7.2 The Prices are exclusive of VAT and do not include delivery charges for deliveries outside the UK Mainland.
- 7.3 We may increase the Prices at any time before we have accepted Your order as set out in clause 3.

- 7.4 Notwithstanding clause 7.3, We may increase the Prices with immediate effect by written notice to You where there is an increase in the direct cost to Us of supplying the relevant Deliverables which is due to any factor beyond Our control.
- 7.5 We reserve the right to charge You:
- 7.5.1 the reasonable costs in respect of overnight accommodation and travel as is necessary during the delivery, installation, testing, commissioning or maintenance of Deliverables;
- 7.5.2 the cost and/or expense of any additional work or variations to the Deliverables made at Your request; and
- 7.5.3 any costs incurred by Us in respect of any failed delivery.
- 7.6 Where during delivery, installation, or maintenance of the Deliverables, We incur any additional loss or charge as a result of circumstances not made known to Us, We shall be entitled to recover such charges from You.

## **8 Payment**

- 8.1 We shall invoice You for the Deliverables, partially or in full, at any time following acceptance of an Order.
- 8.2 If You are purchasing bespoke Deliverables from Us or where You are a new customer, We may require either an advance payment of 50% of the Price of the Deliverables or payment in full when You place an Order. We will not process Your Order until You have paid all sums due in full and We can not accept responsibility for any failure in delay as a result of Your non-payment.
- 8.3 Unless We agree otherwise, Services fees or charges will be invoiced to You quarterly or annually as set out in the Order, in advance and must be paid by the date specified on the invoice.
- 8.4 You shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice and to the bank account We specify.
- 8.5 Time of payment is of the essence.
- 8.6 Where sums due under these Terms and Conditions are not paid in full by the due date:
- 8.6.1 We may charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force, and
- 8.6.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 8.7 If payment is late, We may:
- 8.7.1 require full payment in advance before delivering any undelivered Deliverables;
- 8.7.2 suspend delivery of any undelivered Deliverables whether ordered under this Contract or otherwise; or
- 8.7.3 terminate this Contract, installation, or maintenance of the Deliverables.

## **9 Credit**

- 9.1 Where We agree any credit with You it will be on such credit terms and payment dates as We specify.
- 9.2 We may set and vary credit limits from time to time and withhold all further supplies if You exceed any agreed credit limit.
- 9.3 If we withdraw credit under clause 9.1, all amounts due to Us under any incomplete contracts will become immediately payable and other Deliverables pending (if any) will be suspended until You have paid Us in full unless those deliveries are cancelled because the relevant contracts have been terminated under clause 20.

## **10 Delivery and performance**

- 10.1 We or Our nominated carrier, will deliver the Goods to the Location on the date(s) specified in the Order and the Goods will be deemed to have been delivered on arrival of the Goods at the Location.
- 10.2 The Services shall be performed by Us at the Location on the date(s) specified in the Order and the Services will be deemed to have been delivered by Us on completion of the performance of the Services at the Location.
- 10.3 You are not entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.
- 10.4 We may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment will not entitle You to cancel any other instalment.
- 10.5 We reserve the right to amend specifications of the Goods or to substitute any part of the Goods for goods of a similar specification at any time and without notice to You (whether to

- confirm with any applicable safety or other statutory specification or otherwise) provided that such substitution does not affect the quality or performance of the Goods.
- 10.6 Time is not of the essence in relation to the performance or delivery of the Deliverables. We will use Our reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only. We will not be liable for any damage, loss or inconvenience sustained by You as a result of any delay in delivery.
- 10.7 We will not be liable for any delay in or failure of performance caused by:
- 10.7.1 Your failure to make the Location available;
  - 10.7.2 Your failure to prepare the Location in accordance with Our instructions or as required for the delivery or performance of the Deliverables;
  - 10.7.3 Your failure to provide Us with adequate instructions for performance or delivery or otherwise relating to the Deliverables;
  - 10.7.4 Force Majeure.
- 10.8 Unless We agree otherwise, You must dispose of packaging material at Your own expense.
- 10.9 If having paid for the Deliverables, You fail to take delivery of the Deliverables or fail to give Us adequate delivery instructions, without prejudice to any other right or remedy available to Us, We may store the Deliverables until actual delivery takes place and We may charge You for the reasonable costs associated with the storage.
- 10.10 If within 20 Business Days following the last day of the period for delivery or collection of the Goods, You have not taken delivery of or collected them, We may resell or otherwise dispose of the Goods without any obligation or liability to You, except as provided for in clauses 10.10.1 and 10.10.2. We shall:
- 10.10.1 deduct all reasonable storage charges and costs of resale; and/or
  - 10.10.2 invoice You for any shortfall of the resale price below, the Price paid by You for the Goods.
- 10.11 You shall be responsible for inspecting the Deliverables immediately upon delivery of the Goods or on completion of the Services and You shall notify Us in writing of all claims within 24 hours of delivery or performance.
- 10.12 In the event of non-delivery or non-performance You shall notify Us or Our courier in writing within 24 hours of such non-delivery or performance.
- 11 Cancellations and returns**
- Where we have dispatched and delivered the Goods in accordance with the Contract, those Goods or any part of them may not be returned to Our premises without our prior written consent.
- 12 Risk and title**
- 12.1 Risk in the Goods shall pass to You on delivery. Title to the Goods shall pass You once We have received payment in full and cleared funds for the Goods.
- 12.2 If, at any time before title to the Goods has passed to You, You inform Us, or We reasonably believe, that You have or are likely to become subject to any of the events specified in clauses 20.1.1 to 20.1.6. We may require You at Your expense to re-deliver the Goods to Us and if You fail to do so promptly, We may enter any premises where the Goods are stored and repossess them.
- 13 Warranties**
- 13.1 We will replace or repair (in our absolute discretion) any Goods which are affected by defects provided that any defects are reported promptly to Us and within 5 years of the date of invoice. Following the expiration of the 5 year period, We will have no liability under this clause 13.1.
- 13.2 We shall have no other warranty whether set out in this clause 13 or otherwise:
- 13.2.1 if the total price due under this Contract has not been paid by You on the due date for payment; or
  - 13.2.2 if a claim under this clause 13 is not notified in writing to Us immediately upon the defect or fault arising or where the same should have been discovered and, in any event, no later than 7 days after the same; or
  - 13.2.3 where a claim is in respect of an alleged defect in a part of the Deliverables, no later than 28 days after delivery of that part to You; or
  - 13.2.4 where You proceed with any investigation or repairs without Our approval; or
  - 13.2.5 if the Deliverables have not been installed, maintained or serviced in accordance with Our or any relevant third party manufacturer's recommendations and guidelines and You shall keep a record of all such maintenance and servicing and copies of any third

- party maintenance or servicing invoices, which We shall be entitled to inspect at any time in relation to a warranty claim; or
- 13.2.6 for any defects or damage resulting from:
- (a) improper use or installation and/or use or installation not in accordance with Our instructions;
  - (b) improper or inadequate maintenance;
  - (c) unauthorised modification or alteration of the Deliverables;
  - (d) neglect, misuse or abuse of the Deliverables;
  - (e) exposure to corrosive elements or incompatible products (including bath products);
  - (f) exposure to a heat source;
  - (g) normal wear and tear;
  - (h) wear and tear caused by multiple installations and dismantling beyond Our initial installation;
  - (i) incorrect storage or handling;
  - (j) exposure to temperatures or environments other than those recommended by Us;
  - (k) vandalism or intentional damage whether by You or a third party;
  - (l) exceeding the recommended safe working load or other such guidance (or good practice)

and in any of those circumstances set out in clauses 13.2.1 to 13.2.5, We shall be entitled to reject a warranty claim.

- 13.3 The Deliverables or any part claimed to be defective must immediately after notification under clause 14.3.2 be returned to Us at Your expense unless it is or technically impossible to do so or there is a serious risk of damage in transit. If, after We have inspected the returned Deliverables, We accept Your warranty claim, We will refund You the reasonable costs of returning them to Us.
- 13.4 If the Deliverables or part claimed to be defective cannot be returned to Us under clause 14.4, We will visit the location of the defective Deliverables as soon as practicable after notification of a claim in order to inspect and test the Deliverables and will undertake or arrange to undertake any remedial work or replacement confirmed as covered by the warranties in this clause 14.
- 13.5 Our obligation under this clause 14 shall cease if it is shown that any alleged, defect or fault found to be present resulted from an unauthorised modification of the Deliverables, or use of the Deliverables for a purpose other than for one for which they were intended, or misuse or abuse generally, or if the original identification or marks have been removed or altered, or any one of the above whether in combination or otherwise.
- 13.6 In the case of a warranty claim not being proven to Our satisfaction or it being determined that the claim falls outside the terms of this warranty, You shall pay to Us the reasonable expenses incurred by Us or Our Personnel, in visiting the location, inspecting, investigating and reporting on the complaint and We shall be entitled to exercise a lien on the Deliverables (if it has been returned to Us under clause 14.5) until such expenses have been paid.
- 13.7 The warranty under this clause 14 may not be transferred or assigned by You.
- 13.8 Our liability under this clause 14 shall be limited as follows:
- 13.8.1 We do not exclude or limit Our liability for death or personal injury due to Our negligence, for fraud or fraudulent or for any other matters that we are not permitted to limit or exclude our liability in law.
  - 13.8.2 Except for those situations set out in clause 14.9.1, our liability is limited to the contract value of the Deliverables or £25,000 whichever is the lower sum.
  - 13.8.3 We do not accept liability for any loss of or damage to property, loss or use or any consequential or indirect loss or any nature whatsoever.
  - 13.8.4 No liability is accepted for any damage caused by negligence, neglect, corrosion, ingress of any foreign matter into the Deliverables or onto a component, lack of servicing, over-heating or freezing, abuse or wilful damage to the Deliverables or any components whether or not the component is otherwise covered by this warranty.
  - 13.8.5 No liability is accepted for components that have been fitted incorrectly or for the effects of poor repairs other than those fitted or repaired by Us or on Our behalf.

- 13.8.6 We shall not be liable for any failure of or design of the Deliverables or for the absence of any part or mechanisms which were not included in the design and/or were not installed.
- 13.8.7 We shall not be liable for any cost of any servicing or service items where such work is for Your convenience, undertaken at the same time as or incidental to any warranty work, and such servicing or service items shall be invoiced to You as if they had been undertaken or supplied independently of any warranty work.
- 13.8.8 We shall not be liable for any consequential loss or damage to components or any part of Your equipment or machinery not covered by any warranty under this clause 14.
- 13.8.9 Any warranty is voidable by Us if You or anyone acting on Your behalf fails to disclose, misrepresents or misdescribes any material fact. If We void any warranty, We will void it in its entirety and all warranty cover shall cease immediately.
- 13.9 Our liability under this clause 14 replaces any warranty or condition implied by law.
- 14 Intellectual Property Rights**
- 14.1 The Intellectual Property Rights in any materials, and/or equipment, in whatever form, existing prior to the entering into this Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.
- 14.2 The Intellectual Property Rights in any materials, and/or equipment, including designs, specifications or data, developed or produced by Us, or a third party on our behalf, in pursuance of a Contract will remain vested in Us (or where applicable any third party on our behalf) unless We specifically agreed otherwise in writing prior to entering into the Contract.
- 15 Anti-bribery**
- Each party shall ensure that it and each of its personnel and all others associated with it in connection with the Contract do not, by any act or omission, place the other in breach of the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption.
- 16 Data Protection**
- Both parties shall comply with their respective obligations under all relevant data protection laws, use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the data protection laws and ensure that all fair processing notices (where applicable) have been given and/or applicable consents obtained and are sufficient in scope to enable the other party to fulfil its obligations under the Contract in accordance with Data Protection Laws.
- 17 Indemnity and insurance**
- 17.1 You shall indemnify Us, and keep Us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Us as a result of or in connection with Your breach of any of Your obligations under the Contract.
- 18 Confidentiality**
- 18.1 All Confidential Information shall remain the property of the disclosing party.
- 18.2 The receiving party will not divulge such information to any person other than its employees on a need to know basis and will use such information solely in performing its obligations under the Contract. This obligation shall not extend where such information;
  - 18.2.1 was in the public domain at the time it was disclosed or later becomes public knowledge at a future date, other than as a result of the receiving party's breach of its obligations in this clause 18; or
  - 18.2.2 was as in the receiving party's possession or was known to the receiving party without restriction at the time of its disclosure.
- 18.3 The obligations of either party under this clause 18 shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach of any party of its obligations under this Contract.
- 19 Force majeure**
- Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, the party not affected may terminate the Contract by written notice to the other party.
- 20 Termination**
- 20.1 We may terminate the Contract or any other contract which we have with You at any time by giving notice in writing to You if:

- 20.1.1 You commit a material breach of the Contract and such breach is not remediable;
  - 20.1.2 You commit a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
  - 20.1.3 You have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the We have notified You that the payment is overdue;
  - 20.1.4 any consent, licence or authorisation held You is revoked or modified such that You are no longer able to comply with Your obligations under the Contract or receive any benefit to which You are entitled;
  - 20.1.5 You go into liquidation or become bankrupt or enter into any voluntary insolvency arrangement; or
  - 20.1.6 You have an administrator or manager appointed.
- 20.2 If You become aware that any event has occurred, or circumstances exist, which may entitle Us to terminate the Contract under this clause 20 You shall immediately notify Us in writing.
- 20.3 Termination or expiry of the Contract shall not affect any of Our accrued rights and liabilities at any time up to the date of termination.
- 20.4 Where either party suspends performance or fails to diligently perform any of its obligations under this Contract in a manner which is capable of being remedied within 14 days, the other party shall give to the party in default, notice in writing requiring compliance of its obligations within 14 days of the date of communication of notice and in default of compliance this Contract shall terminate immediately.

## **21 Notices**

Any notice to be given by either party to this Contract shall be in writing and shall be deemed to be duly served if personally delivered or sent by prepaid recorded delivery post to the other party at their registered office or such other address as may have been advised by in writing. In the case of posting, delivery will be deemed to have taken place two days after the date of posting.

## **22 Entire agreement**

- 22.1 The parties agree that the Contract and any documents entered into pursuant to it constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

## **23 Variation**

No variation of the Contract will be effective unless it is in writing, refers to the Contract and these Terms and Conditions and is signed by each party.

## **24 Assignment**

- 24.1 You may not assign, subcontract or encumber any right or obligation under the Contract without Our prior written consent.
- 24.2 We may assign Our rights or obligations under the Contract by giving You prior written notice.

## **25 Set off**

- 25.1 We shall be entitled to set-off any liability which We have or any sums which We owe to You under the Contract or under any other contract which We have with You against any sums that You owe to Us.
- 25.2 You must pay all sums that You owe to Us without any set-off, counterclaim, deduction or withholding of any kind, except as may be required by law.

## **26 Severance**

If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other part of the Contract will not be affected.

## **27 Waiver**

No failure, delay or omission by Us in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

## **28 Compliance with law**

You shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform Your obligations under or in connection with the Contract.



**29 Third party rights**

29.1 Except as expressly provided for in clause 29.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

29.2 Any of Our Affiliates or assignees shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

**30 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, shall be governed by, and construed in accordance with, the laws of England and Wales.

**31 Jurisdiction**

The parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract.