



QUOTATION

QUOTE REF: WLLQ12176-02

Self Closing Gate

Quotation from:

Peter Lee

01536 295 375

aftersales2@wicksteed.co.uk

Date: 20/05/2024

Valid to: 20/06/2024

Alex Coxall
Melbourn Parish Council
Melbourn Community Hub 30 High Street
Melbourn
Cambridgeshire
SG8 6DZ

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

Our approximate lead time is 4-6 weeks upon receipt of order.

Code	Description	Unit	Qty	Total
5901-213	Self closing gate mechanism kit (yellow)	£441.65	1.0	£441.65
	SubTotal			£441.65
Maintenance	Maintenance	£200.00	1.0	£200.00

Notes: **E&oe.** Images are indicative. Colours shown are subject to change.

Total excluding VAT

£641.65

Should you require additional support please don't hesitate to contact us.



Terms & Conditions of Sale

1. Interpretation

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

1.1 Definitions:

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

"Commencement Date" has the meaning given in clause 2.2.

"Company" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"Company Materials" has the meaning given in clause 9.1.7.

"Conditions" these terms and conditions as amended from time to time.

"Contract" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Consents" has the meaning given in clause 9.1.6.

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

"Customer" the person or firm who purchases the Goods and/or Services from the Company.

"Customer Default" has the meaning given in clause 9.2.

"Customer Premises" has the meaning given in clause 9.1.3.

"Delivery Location" has the meaning given in clause 4.1.

"Force Majeure Event" has the meaning given to it in clause 16.

"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 Customer and the Company.

"Guarantees" has the meaning given in clause 5.1.

"Guarantee Period" has the meaning given in clause 5.1.

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

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"Post-Installation Service" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"Practical Completion" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"Inspection Service" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"Services" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"Service Specification" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the 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 Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company'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 regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from sales@wicksteed.co.uk or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);



- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Limitation of liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company 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.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between 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.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 **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).
- 17.9 **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.
- 17.10 **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.