

UK BATHROOM GURU 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.

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

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

Commissioning: survey carried out after the conclusion of work.

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

Consultation: the Supplier attending the Customers property and discussing their requirements.

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

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

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 Customer.

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

Digital Quotation: a formal statement setting out the estimated cost for a particular job or service.

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 Customer and the Supplier.

Installation: Installation of equipment and Materials

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks 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 Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Supplier's Digital Quotation. Acceptance of the digital quote is subject to agreement of details specified and is agreement for the Supplier to book a Commencement Date.

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 Customer 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.

Procurement: the process of the Customer selecting Goods (including but not limited to suite, tiles, flooring etc) have been ordered from the recommended third party.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: UK Bathroom Guru Ltd registered in England and Wales with company number 09415562.

Supplier Materials: has the meaning given in [Clause 7.1\(h\)](#).

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 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 Supplier 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 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 Services and/or 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 Customer 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 10 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.

3. GOODS AND MATERIALS

- 3.1 The Goods and Materials 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 Customer in any such event.

4. QUALITY OF GOODS AND MATERIALS

- 4.1 The Supplier confirms the following warranties apply to the goods used in providing their services shall:
 - (a) conform with their description and any applicable Goods Specification;

- (b) be fit for any purpose held out by the Supplier;
- (c) on all stock Goods supplied, the Manufacturer's warranty (and its limitations) will apply to the Goods at all times;
- (d) all Goods supplied to be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 The Supplier shall not be liable for the Goods' failure to comply with the warranty in [Clause 4.1](#) if:

- (a) the Customer makes any further use of such Goods after giving a notice of an defect and/or malfunction;
- (b) the defect arises because the Customer 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 Customer;
- (d) the Customer 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.

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

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

5. DELIVERY OF GOODS

5.1 The Supplier shall liaise with their selected third parties and arrange delivery of the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

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

5.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods by the selected third party.

5.4 If the Customer fails to take delivery of the Goods by the selected third party on the agreed date, then except where such failure or delay is caused by a Force Majeure Event the Supplier reserves the right change the work Commencement Date.

5.5 If the Customer fails to use the Supplier's recommended third parties and chooses to supply Goods via their own sources and delivery is delayed, then the Supplier reserves the right to bill the Customer for any such delays in work being carried out.

6. SUPPLY OF SERVICES

- 6.1 The supplier is a Turnkey Installer and these Terms and Conditions apply to the following services, provided by the Supplier:
- (a) Bathrooms;
 - (b) Wet rooms;
 - (c) En suites;
 - (d) Downstairs toilets;
 - (e) Replacement Fixtures and fittings;
 - (f) Insurance work.
- 6.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 The Supplier reserves the right to amend the 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 Supplier shall notify the Customer in any such event.
- 6.4 Upon completion of the agreed works, the Supplier remove all rubbish and carry out a general tidy down, leaving the property in the state it was in prior to commencement. If the Customer requires additional cleaning services, these are available upon on request from the Supplier at an additional cost.
- 6.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 6.6 If the Supplier is required to supply and goods and/or services supplied by a third party, the Supplier does not give any warranty, guarantee or other term or condition as to the quality, fitness for purpose or otherwise, but shall, where possible, pass on to the Customer the benefit of any warranty, guarantee or indemnity given by such third party to the Supplier.
- 6.7 The Supplier reserves the right to submit a new and separate proposal, for written approval if the Customer requests changes or revisions which are deemed to be in excess of ten percent (10%) of the time required to produce the initial deliverables, and or the value or scope of the services. Work shall not begin on the revised services and/or until a fully signed revised proposal and, if required, any additional retainer fees are agreed

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- (a) ensure that the **terms** of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with full and clear access to the Customer's premises and other facilities as reasonably required by the Supplier to provide the Services, during the hours of 8:00am to 18:00pm, Monday to Friday;

- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) ensure that Procurement is carried out via the Supplier's preferred third parties. If the preferred third parties are not utilised then [Clause 7.2](#) will strictly apply;
- (f) prepare the premises for the supply of the Services including but not limited to the following:
 - clearing out the cupboards by the stop tap;
 - clearing space to the fuse box;
 - not starting a washing load prior to the supplier attending to commence work;
 - emptying the bathroom of any personal belongings e.g. towels. Toothbrushes, toilet roll stands etc.;
 - clearly mark any items that are required to be kept, e.g. shelves, mirrors etc.;
 - remove any pictures or ornaments on the walls or window sills between the main door to the house and the bathroom;
 - clear a space in an adjacent room or garage to allow the Supplier to store tiles, suite items and general building materials.
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good **condition** until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (i) provide the Supplier with all relevant Notification periods, in good time;
- (j) ensure that any and all responsibilities given to them in the Supplier's proposal are carried out in a timely fashion, so as not to delay proceedings. Failure to do so, will result in the Supplier providing a bill for their wasted time for the period until they can commence work.
- (k) 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 Customer or failure by the Customer to perform any relevant obligation (**Customer 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 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 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 Customer 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 Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

8.1 The Charges for the **Services** shall be calculated on a time and materials basis:

(a) the Charges shall be calculated in accordance with the Supplier's fee stipulated in the Digital Quotation and Payment will be required in accordance with [Clause 8.1\(c\)](#);

(b) any provisional sums quoted in proposals are not binding. The sums quoted may vary based upon what the Customer selects from the recommended third party suppliers, which may also incur additional material and fitting costs if/where appropriate.

(c) the Supplier's Services (see [Clause 7.1](#)) will be charged in the following manner:

(i) Deposit - £1,500 required prior to commencement;

(ii) Interim Payment – 50% of the remaining balance payable one week after commencement of agreed work, to be paid within 24 hours of the date of Supplier's invoice;

(iii) Final Payment – the remainder of the outstanding balance is payable upon completion of the agreed works and payable within 5 days of the date of Supplier's invoice;

8.2 If upon completion of the agreed works, any minor remedial works with a value of less than £200, which do not effect the functionality are required by the Supplier, then the final payment in accordance with [Clause 8.1\(c\)\(iii\)](#) is still required in full.

8.3 The Supplier reserves the right to:

(a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be [based on] the latest available figure for the percentage increase in the Retail Prices Index;

(b) increase the price of the Goods and Materials, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

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

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

8.4 The Customer shall pay each invoice submitted by the Supplier by 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.

8.5 All amounts payable by the Customer 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.

- 8.6 If the Customer 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 Customer 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%.
- 8.7 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 Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer, of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in [Clause 9.2](#).
- 9.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

10. DATA PROTECTION AND DATA PROCESSING

- 10.1 The Customer and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Customer 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 Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.
- 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 Customer acknowledges that the Supplier is reliant on the Customer 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 Customer's instructions.
- 10.8 The Supplier may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:
- (a) is on terms which are substantially the same as those set out in the Contract; and
 - (b) terminates automatically on termination of the Contract for any reason.

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, Customer's, or Customer'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 The total liability of Supplier to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the contractual price paid to Supplier for those Services supplied that are the subject of Customer's claim
- 12.2 Subject to [Clause 12.1](#), the Supplier shall not be liable to the Customer, 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) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

12.3 Subject to [Clause 12.1](#), the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 50% of the total charges paid under the Contract.

12.4 The **terms** implied by sections 13 to 15 of the Sale of Goods Act 1979 and the **terms** implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

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

12.6 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 commencement by giving the other party 30 days written notice.

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 party if:

(a) the Customer 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 Customer fails to pay any amount due under the Contract on the due date for payment

(c) the Customer 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;

(d) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(e) the Customer'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 Customer;

13.3 Without affecting any other right or remedy available to it, the Customer may terminate the Contract by providing 7 days 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 Customer and the Supplier, if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer 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 Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the agreed Goods and Services including those for which the agreed Goods and Services have not been completed and/or supplied. Where no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's 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 the Contract.

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, 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 Customer 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.