**CONDITIONS FOR THE SUPPLY OF NEW FURNITURE**

# Definitions and Interpretation:

## The following terms as used herein shall have the meaning as stated:

**Company:** Want Dont Want. Com Limited;

**Conditions:** these conditions for the supply of new furniture;

**Confidential Information:** any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

**Contract:** any contract between the Company and the Customer for the supply of any Goods and/or Services, incorporating these Conditions;

**Customer:** any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

**Delivery Point:** the place where delivery of the Goods is to take place under clause 5;

**Goods:** any goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them);

**Input Material:** any documents, files, plans, drawings, designs, content, text, images, logos, photographs or other materials, and any specification, instructions, data or other information provided by the Customer to the Company relating to the Goods and/or Services;

**Intellectual Property Rights:** any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

**Output Material:** any documents, files, plans, drawings, designs, content, text, images, logos, photographs or other materials, and any specification, data or other information provided by the Company to the Customer relating to the Goods and/or Services;

**Services:** any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including any installation work to be undertaken in relation to the Goods;

**Site:** the premises at which the delivery of any Goods and/or the performance of any Services shall take place;

**Supplies:** the Goods and/or the Services, depending on the context.

## A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

## Any reference to **"parties"** means the parties to the Contract and **"party"** shall be construed accordingly.

## A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

## Words in the singular include the plural and in the plural include the singular.

# Application of Conditions and Description of Goods and Services:

## All quotations are made and all orders are accepted by the Company subject only to these Conditions, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.

## Any quotation is given on the basis that no Contract shall come into existence until the Company accepts the Customer’s order in accordance with the provisions of clause 2.3. The Company shall be under no obligation to accept any order. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

## The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.

## Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## The Company has no obligation to accept any variation to the Contract requested by the Customer and no such request shall be deemed to be accepted in the absence of the Company’s written agreement to the variation.

## The Customer shall ensure that the terms of its order and any Input Material are complete and accurate.

## Unless otherwise agreed in advance by the Company in writing, the Customer shall be solely responsible for determining the accuracy of any measurements which may be required to be furnished to the Company in relation to the provision of the Supplies.

## All Input Material shall be submitted in such formats and shall meet such standards and timescales for submission as may be prescribed by the Company from time to time.

## The Customer warrants that no Input Material shall cause the Company to infringe any Intellectual Property Rights of any other person. The Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any Intellectual Property Rights of any other person resulting from the Company’s use of any Input Material.

## The Customer warrants that no Input Material shall contravene any applicable safety or other statutory or regulatory requirement. The Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company as a result of any breach of this warranty.

## The Company reserves the right to charge the Customer for any Output Material provided to the Customer.

## Any surplus fittings or materials shall remain the property of the Company and shall be returned to it.

## No order of the Customer may be cancelled, varied, altered or deferred by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation, variation, alteration or deferment as aforesaid, subject to payment by the Customer to the Company of 50% of the Contract price where the Company accepts any cancellation request.

## The quantity and description of the Goods and/or Services shall be as set out in the Company's acceptance of the Customer’s order issued in accordance with clause 2.3.

## All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.

# Obligations of the Customer:

## The Customer shall:

### ensure that the Site is free and clear of any obstacles or obstructions and be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;

### ensure that conditions at the Site are suitable for the performance of the Services and that any utilities and facilities required to perform the Services are made available, are in good working order and are provided at the Customer’s sole cost;

### if requested to do so by the Company and without charge, provide facilities at the Site for the off-loading and storage of the Goods and the Company’s tools and equipment in a readily accessible and secure storage area protected from theft and damage and shall be solely responsible for the safekeeping of the Goods and the Company’s tools and equipment whilst the same are stored at the Site;

### take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are to be performed to those individuals engaged in performing the Services, or providing assistance to those so engaged;

### provide prompt and unobstructed access to and egress from the Site;

### inform the Company of any unusual layout, composition or construction of the Site or its parts and for reporting any unusual conditions at the Site to the Company;

### notify the Company of any special properties of, or requirements of the Customer in relation to, any surfaces, fixtures or fittings at the Site, as the Company shall not in any event be held liable for any damage resulting directly or indirectly from the installation of any Goods to the Customer’s property, fixtures or fittings, including damage caused by the drilling of walls, tiles, glass or other surfaces, the removal of fixtures and fittings whether obsolete or not, or damage to porous or any other materials, nor shall the Company be held liable for any damage to the Customer’s property resulting directly or indirectly from the delivery of Goods to the Site, unless caused by the Company’s negligence;

### ensure that any materials and/or surfaces upon which the Services are to be performed comply with any tolerances required by the Company and are of adequate strength to withstand any work undertaken on them by the Company and to support the Goods and the maximum loads to be imposed on the Goods;

### at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company’s normal working hours;

### be responsible at its own cost (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences necessary for the performance of the Services in accordance with these Conditions and for conforming with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this clause 3.1 (j);

### provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer; and

### effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.

## The Customer shall not, without the prior written consent of the Company, whether acting on the Customer’s own account, on behalf of, or with any other person (including any person which the Customer directs to act on its behalf), at any time from the date of first supply of the Services to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.

## Any consent given by the Company in accordance with clause 3.2shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

# Price:

## Prices for the Supplies, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for the Supplies shall be the price confirmed by the Company in its acceptance of the Customer’s order.

## The Company reserves the right, by giving notice to the Customer at any time, to increase the price of the Supplies to reflect any increase in the cost to the Company which is due to any change in delivery or performance dates, quantities or specifications for the Supplies (including additional installation works) which are requested by the Customer, any adverse Site conditions, any failure of the Customer to comply with any of its obligations hereunder (including those set out in clause 3.1), any delay caused by any instructions of the Customer, or any failure of the Customer to give the Company adequate, accurate or complete information or instructions.

## Unless otherwise stated, the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of dispatch of the Goods or commencement of performance of the Services.

## Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.

# Delivery and Performance:

## Whilst the Company will use its reasonable endeavours to provide the Supplies in accordance with the Customer's requirements, any delivery or performance dates given by the Company are only an estimate and the Company shall not be liable for any delay nor for any consequences of any delay in the provision of the Supplies howsoever or by whomsoever caused.

## The Company will not deliver any goods other than the Goods and will not undertake any installation works in respect of any goods other than the Goods.

## Unless otherwise agreed in writing by the Company, the delivery of the Goods and the performance of the Services shall take place at the Customer’s place of business.

## The Customer shall ensure that a representative of the Customer is present at the Site to accept delivery of the Goods and to permit the Company to proceed with any installation works.

## If so stipulated in the Company’s acceptance of order, the Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading and reloading the Goods.

## If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at a substantial distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.

## The Goods will be delivered to a ground floor location at the Delivery Point. If the Goods are to be delivered to and/or installed on a floor or floors other than the ground floor, the Customer shall provide the Company with continuous and unimpeded access to and use of a suitably sized lift which has been reserved for the Company’s sole use. Additional charges will be payable by the Customer if the Customer fails to comply with any obligation in this clause 5.7, or if the Company is required to negotiate any steps or other obstacles in effecting delivery and/or installation of the Goods.

## If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, the Company will charge the Customer an abortive delivery charge and:

### risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

### the Goods shall be deemed to have been delivered; and

### the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including storage and insurance); or

### sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale the Goods), charge the Customer for any shortfall below the price of the Goods.

## Any installation work undertaken by the Company shall not include any builders’ work, redecoration, making good, specialist drilling, chasing, containment, or the use of any specialised access equipment other than steps.

# Confidential Information and Intellectual Property Rights:

## The Customer and the Company agree that in the course of the Company providing Goods and/or Services to the Customer, the parties may disclose to each other certain Confidential Information.  The Customer and the Company agree that each party will maintain the Confidential Information’s confidentiality and not disseminate it to any third party without the disclosing party’s prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party’s possession through no fault of the receiving party. The Customer shall not use any Confidential Information for any purpose other than to carry out the Customer’s obligations to the Company.

## The Customer acknowledges the Company’s ownership of any and all Intellectual Property Rights in any Output Material and in any Goods and/or Services provided to the Customer pursuant to the Contract and agrees not to contest the Company’s ownership or use of any such Intellectual Property Rights. The Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that any and all Intellectual Property Rights developed by the Company in performing any Services or providing any Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this clause 6.2.

# Payment:

## Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Supplies upon acceptance of the Customer’s order and payment of the price for the Supplies shall be due in full immediately upon acceptance of the Customer’s order. The time of payment of the price shall be of the essence of the Contract.

## All payments shall be made without any deduction, withholding or set-off.

## Failure by the Customer to pay any invoice by its due date shall entitle the Company:

### at its option, to charge interest at the rate of five percent (5%) per annum above Lloyds TSB Bank plc’s base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);

### to charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;

### to suspend any warranty for the Supplies or any other goods or services supplied by the Company to the Customer, whether or not they have been paid for;

### to appropriate any payment made by the Customer to such of the Supplies as the Company may think fit;

### to set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;

### to terminate the Contract, or suspend or cancel any future delivery of Goods and/or performance of Services; and

### to cancel any discount (if any) offered to the Customer.

## The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

# Force Majeure:

## The Company reserves the right to defer the date of provision of the Supplies, or to cancel the Contract or reduce the volume of the Supplies ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including Acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

# Warranty:

## The Company will endeavour to transfer to the Customer the benefit of any manufacturer’s warranty or guarantee given to the Company and the Company warrants (subject to the other provisions of these Conditions) that:

### on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

### if the Customer has made it expressly known to the Company in the Customer’s order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in its acceptance of the Customer’s order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and

### the Services will be performed with reasonable skill and care.

## The Company's liability pursuant to clause 9.1 shall be limited:

### for Goods, to the replacement of any part of the Goods found to be defective and notified to the Company within the period set forth in clause 9.3 (or, if the claim is on any manufacturer’s warranty, within the relevant manufacturer’s warranty period); and

### for Services, to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 9.3.

## Any defect in the Goods shall be notified to the Company within 7 days from delivery of the Goods and any deficiency in the performance of the Services shall be notified to the Company within 7 days of completion of the performance of the Services; otherwise, the Supplies shall be deemed to be satisfactory and a charge will be made for additional rectification work.

## The Company shall not be liable for any breach of any warranty in clause 9.1, if:

### the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect;

### the Customer modifies, adjusts, alters or repairs the Goods without the prior written consent of the Company;

### the defect arises because the Customer failed to follow any oral or written instructions as to the use, storage, installation or maintenance of the Goods or (if there are none) good trade practice;

### the defect arises from any Input Material, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the neglect or default of the Company;

### the defect relates to electrical work or other work external to the Goods;

### the full price for the Supplies has not been paid by the time for payment stipulated in clause 7.1; or

### the defect is of a type specifically excluded by the Company by notice in writing.

## If upon investigation, the Company reasonably determines that any defect or deficiency in the Supplies is a result of, or is excused by, any of the matters referred to in clause 9.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

# Exclusion of liability and indemnity:

## The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

### any breach of these Conditions;

### any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and

### any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

## All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 ) are, to the fullest extent permitted by law, excluded from the Contract.

## Nothing in these Conditions excludes or limits the liability of the Company:

### for death or personal injury caused by the Company's negligence; or

### under section 2(3), Consumer Protection Act 1987; or

### for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

### for fraud or fraudulent misrepresentation.

## Subject to clause 10.2 and clause 10.3:

### the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

### the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect, special or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.

# Changes:

## The Company reserves the right without prior approval from or notice to the Customer to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Goods and/or Services.

# Risk and Title:

## The Goods are at the risk of the Customer from the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered the delivery of the Goods.

## Title to the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

### the Goods; and

### all other sums which are or which become due to the Company from the Customer on any account.

## Until title to the Goods has passed to the Customer, the Customer shall:

### hold the Goods on a fiduciary basis as the Company's bailee;

### store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

### not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

### maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods;

### notify the Company immediately if it becomes subject to any of the events listed in clauses 13.1 (d) to 13.1 (j) inclusive;

### not assign to any other person any rights arising from a sale of the Goods without the Company’s written consent; and

### give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell the Goods in the ordinary course of its business, provided that it shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies. The Customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the assets or part of the assets of the Customer is not in the ordinary course of the Customer’s business.

## 12.4 If:

### the Customer is late in paying for the Goods; or

### the Customer is late in paying for any other goods or services supplied by the Company; or if

### before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clauses 13.1 (d) to 13.1 (j) inclusive or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then:

### without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company may enter the premises of the Customer or the premises of any third party where the Goods are stored or kept in order to recover them and any and all costs, charges and expenses incurred by the Company in so taking possession of the Goods (including legal fees) shall be payable by the Customer upon demand. The Customer shall not keep the Goods at any premises at which the Customer does not have the right to grant access to the Company. Nothing in this clause 12.4 (d) shall affect the right of the Company at any time to inspect the Goods whilst the Goods are stored or kept at the Customer’s premises or the premises of any third party.

# Termination:

## Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

### the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

### the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

### the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

### the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a Company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

### the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

### a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

### an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

### a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

### a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

### a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

### any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.1(d) 13.1(j) (inclusive); or

### the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

### there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

## On termination of the Contract for any reason:

### the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and

### the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

# General:

## No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

## Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

## Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

## If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## The Company shall be entitled at its discretion to perform any of the obligations assumed by it through subcontractors and to exercise any of its rights granted to it under the Contract through any other company or subsidiary.

## The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

## Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.

## The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.