
WARM INTERIORS LIMITED
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. Application of Terms and Conditions

- 1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the accepted order which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Sunday or Monday or bank holiday;
“Commencement Date”	means the commencement date for the Contract as set out in the accepted order;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
“Contract Price”	means the price stated in the Contract payable for the Goods; and supply of services
“Customer”	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Customer’s order and accepted by the Supplier;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;

“Specification”	includes any plans, drawings, data or other technical Requirements or information including the Supplier’s Website relating to the goods or services.
“Services”	means the Services to be provided to the Customer as set out in the accepted order; and
“Supplier”	means Warm Interiors Limited a company registered in England under No 3233700 of 22 Wokingham Road, Reading. Berkshire. RG6 1JQ (trading address) and includes all employees and agents of Warm Interiors Limited.

2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- c) “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
- d) a Schedule is a schedule to these Terms and Conditions; and
- e) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- f) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

2.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.3 Words imparting the singular number shall include the plural and vice versa.

2.4 References to any gender shall include the other gender.

3. **Basis of Sale and Service**

3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the

Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

- a) the Supplier's written acceptance;
- b) delivery of the Goods;
- c) provision of the Services; or
- d) the Supplier's invoice.

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

4. **The Goods**

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variations is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the accepted order.

4.3 All drawings, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier 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 Supplier as a result of such cancellation.

4.6 No order which has been accepted by the Customer may be varied, suspended, changed, altered or cancelled by the Customer except with the written agreement of the Supplier, which may be given on terms.

4.7 If the Supplier's performance of an order is interrupted or hindered for any reason other than the default of the Supplier, the Customer shall be liable to pay the Supplier a proper price for any additional work or attendance thereby required.

4.8 The Customer acknowledges that all advice, instructions and recommendations by the Supplier rely and are dependent upon all the information and technical background given to the Supplier by the Customer.

4.9 Where the Customer does not specify a particular requirement the Supplier will not be liable for any unsuitability of the goods supplied and/or fitted/installed, nor entitle the Customer to withhold payment if the Supplier has supplied and/or fitted/installed the goods ordered by the Customer.

- 4.10 Any specifications supplied by the Supplier to the Customer in connection with the contract, together with all intellectual property rights in the specification, shall be the exclusive property of the Supplier. The Customer shall not disclose to any third party, or use any such specification, except to the extent that it is or becomes public knowledge through no fault of the Customer, or as required for the purpose of the contract. Upon request of the Supplier the Customer will return to the Supplier any documents to (or other media) in or upon which any part of the specification has been supplied by the Supplier and shall not retain copies thereof.
- 4.11 If the goods are to be manufactured or any process is to be applied to the goods by the Supplier in accordance with a specification submitted by the Customer, the Customer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with any claim for infringement of any intellectual property rights of any other person which results from the Suppliers use of the specification so submitted by the Customer.

5. **The Services**

- 5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the accepted order..
- 5.2 The Supplier will use reasonable care and skill to perform the Services identified in the accepted order.
- 5.3 The Supplier shall use [all] **OR** [its] reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6. **Price**

- 6.1 The price of the Goods and Services shall be the Supplier's quoted price. The price quoted is valid for 14 days only, after which time the price may be altered by the Supplier without giving notice to the Customer.
- 6.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 6.3 Except as otherwise stated under the terms of any accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.
- 6.4 The price is inclusive of any applicable value added tax.

7. **Payment**

- 7.1 Subject to any special terms agreed in writing between the Customer and the

Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services and the Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) by way of an initial deposit of 50% of the sales invoice on the date the invoice is accepted.

- 7.2 The balance of the Suppliers invoice is payable on the day of delivery or collection of the goods or where the contract includes the fitting /installation of the goods at the end Customer's premises, the balance of the invoice price and the fitting/installation charge must be paid on the fitting/installation date upon completion of the fitting/installation.
- 7.3 The separate fitting/installation charge must be paid direct to the fitter/installer on the day of completion of the fitting/installation.
- 7.4 Any payment in accordance with such credit terms as may have been agreed in writing between the Supplier and the Customer in respect of the Contract, shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.5 Bespoke goods must be paid for in full at time of order, including but not limited to design, measurements or colour matching.
- 7.6 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 7.7 Except as the Suppliers accepted order may provide, no discounts are allowable, or may be taken against amounts invoiced by the Supplier, nor shall the Customer be entitled to rebate in respect thereof, and this notwithstanding any previous course of dealing between the Supplier and the Customer.
- 7.8 The Supplier is not obliged to accept orders from any customer, if at any time the Supplier is not satisfied as to the creditworthiness of the Customer, it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

8. Delivery and Performance

- 8.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the

Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

- 8.4 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the accepted order provide the Services expressly identified in the accepted order.

9. Delivery of Goods and Services

- 9.1 Although every effort will be made to fulfil delivery dates (and/or fitting/installation dates), any dates given orally or in writing are estimates only, and the accepted order shall be due for delivery (and/or fitting/installation) as, or as soon as, practicable after any such estimated dates. No liability arising from delay is accepted by the Supplier.
- 9.2 Goods held by the Supplier pending delivery instructions may be subject to a storage charge.
- 9.3 The Supplier reserves the right to deliver goods in instalments.
- 9.4 All goods must be inspected by the customer on collection/delivery (and/or fitting/installation) and must be signed for by them to confirm that they are in good order.

10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- a) in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
 - b) in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
 - c) in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and/or Services.
- 10.3 [Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.]
- 10.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 10.5 In the event that the Customer sells or transfers the Goods to a third party

before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.

- 10.6 [The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.]
- 10.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 10.8 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.9 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- a) the Customer commits or permits any material breach of his obligations under these Conditions;
 - b) The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.
 - e) And if the goods have been delivered and/or fitted or installed but the Customer has not paid the Supplier, payment will immediately become due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Assignment

- 11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Defective Goods

12.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown” the Customer gives written notice of such defect to the Supplier within 1 Business Day of such delivery, the Supplier shall at its option:

- a) replace the defective Goods within a reasonable time period of receiving the Customer’s notice; or
- b) refund to the Customer the price for those Goods (of parts thereof, as appropriate) which are defective;

but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out.

12.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier’s sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.

12.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier’s instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier’s prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

12.4 Goods, other than defective Goods returned under sub-Clauses 12.1 or 12.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier’s sole discretion and without any obligation on the part of the Supplier. Only new and unused normal stock lines will be accepted for credit, less the amount of the Supplier’s restocking charge of 20% of the price of the Supplier’s Supplier’s restocking charge whichever is the greater. Such a cost may be added to the cost of replacement goods or deducted from any refund due. Proof of purchase will be required.

12.5 Bespoke goods, including but not limited to design, measurements or colour matching are non-returnable.

12.6 Where the Supplier accepts return of goods whether faulty or not, goods must be returned carriage paid. Goods must be returned in original condition and packaging.

12.7 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.8 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in

compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

13. **Guarantees and Warranties**

- 13.1 Goods, all items which have working and/or mechanical parts. During a period of 12 calendar months from the date of installation by the Supplier, or their authorised servant or agent, the Supplier will, at their discretion, repair or replace at the point of sale, goods which are shown to be defective by reason of faulty workmanship and/or parts, provided that the defect has been notified to the Supplier within 24 hours after the alleged defect has become apparent, unless a special extended warranty promotion is offered.
- 13.2 any goods purchased by the Customer that are not installed by the Supplier their authorised servants or agents will not be covered under Part 1. above unless the fault of the goods can be shown to be that caused during its manufacture.
- 13.3 Unless the Customer's invoice is paid for in full, then all guarantees/warranties shall become nullified.
- 13.4 The aforementioned guarantee/warranty will not become operative until such time as the Customer has paid for all goods and installation charges in full, whereupon the said guarantee/warranty will run from the date of installation.
- 13.5 The Supplier shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.
- 13.6 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), or the instructions of their Suppliers, misuse or alteration or repair of the goods without the Supplier's approval.
- 13.7 The above warranty does not extend to parts, materials or equipment not supplied by the Supplier.
- 13.8 The supplier will not be liable for any loss whether direct or indirect or consequential or loss of profit or any damage as a result of:
- Any inaccurate or insufficient information or technical background given to the Supplier.
- Any failure to comply strictly with the instructions, advice or recommendations given to the Customer by the Supplier.
- Any use or application of the goods for any purpose other than those detailed in the specification or advised by the Supplier, or
- Any failure to comply with any applicable legislation or any guidelines issued by the Health and Safety Executive or other appropriate regulatory authority current at the time of use of the goods by the Customer or any of its employees, agents or sub-contractors..
- 13.10 Any parameters given in respect of the performance of the goods are based on

the design parameters set out in the Manufacturer's technical specification and the Supplier will not be liable for any failure of the goods to achieve these parameters unless the operating conditions for the goods are the same as set out in the Manufacturer's technical specification.

- 13.11 It is understood that the Supplier is not an insurer and insurance (if any) shall be obtained by the Customer, and that amounts payable to the Supplier under the contract are based upon the value of the goods to be provided hereunder and the scope of the Suppliers liability as set forth therein.
- 13.12. Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.13 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.
- 13.14 Any claim by the Customer which is based on any defect in the quantity, quality or condition of the goods or their failure to correspond with the specification shall be notified to the Supplier within 24 hours from the date of delivery or fitting/installation or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the goods and the Supplier shall have no liability for such defect or failure.
- 13.15 Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet the specification is notified to the Supplier in accordance with these conditions, and provided the goods are returned to the Supplier's premises carriage paid the Supplier will at its option either replace the goods (or the part in question) free of charge or refund to the Customer the price of the goods (or a proportionate part of the price), but the Supplier shall have no further liability to the Customer.
- 13.16 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer and the entire liability of the Supplier under or in connection with the contract shall not exceed the price, except as expressly provided in these conditions.

14 Descriptive Matter

- 14.1 Descriptive matter contained in catalogues, brochures and any other publication or display is believed correct and up to date, but is not warranted so, unless specifically confirmed in writing by the Supplier.

14.2 Colour indications whether given by means of the provision of samples or derived from colour charts or descriptions, are necessarily approximate by reason of inevitable variations in the process of manufacture and reproduction.

15 Customer's Default

15.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

1. cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
2. appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
3. charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per day above Lloyds Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

15.2 This condition applies if:

1. the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
2. the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
4. the Customer ceases, or threatens to cease, to carry on business; or
5. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

15.3 If sub-Clause 15.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16 Liability

16.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

- 16.2 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) are, to the fullest extent permitted by law, excluded from the Contract.
- 16.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 16.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 16.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 16.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
1. for death or personal injury caused by the Supplier's negligence;
 2. for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
 3. for fraud or fraudulent misrepresentation.
- 16.7 Subject to the remaining provisions of this Clause
1. the Supplier'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
 2. the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 16.8 The Customer shall indemnify the Supplier and keep it indemnified for the duration of the contract, against all injury (including death) to any persons and any loss and/or damage as a result of any act, default or negligence by the Customer and its employees and agents (other than the Supplier or its sub-contractors) and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation to.

17 Confidentiality

- 17.1 The Supplier undertakes that, except as provided by sub-Clause 17.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and [for such period as laid down by HMRC] after its termination:
1. keep confidential all Confidential Information;
 2. not disclose any Confidential Information to any other person;
 3. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

4. not make any copies of, record in any way or part with possession of any Confidential Information; and
5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 17.1.1 to 17.1.4 above.

17.2 Either Party may:

1. disclose any Confidential Information to:
 1. any sub-contractor or supplier of that Party;
 2. any governmental or other authority or regulatory body; or
 3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 17.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 17, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

17.3 The provisions of this Clause 17 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

18 Communications

18.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.

18.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

19 Force Majeure

The Supplier will not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20 Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21 Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

22 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23 Law and Jurisdiction

23.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.