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**The customer's attention is drawn in particular to the provisions of clause 9.**

## **1. Interpretation**

### **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.

**Business Hours:** the period from 9.00 am to 5.00 pm on Monday – Thursday, 9.00 am to 4.30 on Friday and the period from 10.00 am to 5.00 pm on a Saturday.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 16.4.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Delivery Location:** has the meaning given in clause 4.1.

**Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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 Goods, as set out in the Customer's sales order form, the Customer's written acceptance of the Supplier's quotation, the order placed on the Supplier's website, or overleaf, as the case may be.

**Specification:** any specification for the Goods, including any related plans, samples and drawings, that is agreed by the Customer and the Supplier.

**Supplier:** Peppermill Interiors Limited (registered in England and Wales with company number 10014052).

**Warranty Period:** has the meaning given in clause 6.1.

## 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 legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

## 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 If the Supplier is unable to accept the Customer's order, the Supplier will inform the Customer of this and will not charge the Customer for the Goods.

- 2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on the Supplier's website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.7 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue.

### **3. Goods**

- 3.1 The Goods are described in the Specification or as described on the Supplier's website.
- 3.2 The images of the Goods on our website are for illustrative purposes only. Although the Supplier has made every effort to display the shapes and colours accurately, the Supplier cannot guarantee that a device's display of the shapes and colours accurately reflects the shape and colour of the Goods. The Goods may vary slightly from those images.
- 3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.3 shall survive termination of the Contract.
- 3.4 The Customer may request a change to the Goods at any time before the title has transferred to the Customer, subject to the Supplier confirming that the change is possible, that production of the Goods have not commenced and any additional price being paid by the Customer to the Supplier and anything else which the Supplier deems necessary to change the Order.
- 3.5 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

#### 4. Delivery

- 4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 The supplier ordinarily delivers solely to locations within the UK. However, the Supplier may at their sole discretion, ship products to countries outside of the UK. If the Supplier ships Goods outside of the UK, the laws of England and Wales will apply to this contract.
- 4.3 If Goods are delivered outside of the UK in accordance with clause 4.2, the risk and title to the Goods will pass to the Customer when the Goods are provided to the shipping company. All of the Customer's right relating to refunds and return of faulty or damaged Goods will not apply to Goods delivered outside of the UK.
- 4.4 Delivery is completed on the completion of the unloading of the Goods at the Delivery Location.
- 4.5 The Supplier will make every effort to deliver the Goods on the date quoted. However, the Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 Any dates quoted for delivery 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 that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.8 If the Customer is not available at the Delivery Location, the Supplier will either leave Customer a note informing them of how to rearrange delivery or, if safe to do so or agreed between Customer and Supplier, leave the product at the address. If delivery is rearranged, the Supplier reserve the right to charge an additional delivery fee and holding fee.

- 4.9 If the Customer fails to take delivery of the Goods within ten Business Days of the Supplier notifying the Customer that the Goods are ready or if the Customer fails to take delivery of the Goods on the agreed delivery date, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the twenty Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
  - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.10 If twenty Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.11 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. Collection

The Customer may, if agreed with the Supplier prior to collection, collect the Goods from Supplier at a time and date agreed between the Supplier and Customer following confirmation the Order is ready for collection and subject to complying with the Supplier's health and safety procedures whilst attending the Supplier's premises.

## 6. Quality

- 6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification; and
  - (b) be free from material defects in design, material and workmanship; and
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.2 Subject to clause 6.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or 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 storage or working conditions; or
- (f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## **7. Title and risk**

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery or, if the Goods are being collected by the Customer, when the Goods leave the Supplier's property.
- 7.2 Title to the Goods shall not pass to the Customer until:
- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due; and
  - (b) Delivery or collection of the Goods is taken by the Customer.
- 7.3 Until title to the Goods has passed to the Customer, the Supplier shall be entitled to store the Goods until such time as title passes.

## **8. Price and payment**

- 8.1 The price of the Goods shall be the price set out in the Order, on the Supplier's website, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 8.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (**VAT**) but will show the amount of VAT owing, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.4 The Supplier shall invoice the Customer upon receipt of the Order.
- 8.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) Before the Goods are dispatched to the Customer (unless clause 8.6 applies); and
- (b) 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.

- 8.6 If the Goods ordered by the Customer are bespoke or made to order then the Supplier will invoice the Customer upon receipt of the Order and 50% of the amount shown on the invoice will be payable immediately by the Customer as a non-refundable deposit. The Supplier will not commence work on the Goods until the non-refundable deposit is received.
- 8.7 Should the Customer terminate this agreement or fail in any of its obligations herein resulting in the Supplier terminating this agreement, the Supplier reserves the right to charge the Customer and the Customer agrees to pay a restocking fee of 20% of the overall price of the Order
- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. Limitation of liability**

- 9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) defective products under the Consumer Protection Act 1987.



9.4 Subject to clause 9.3, the Supplier's total liability to the Customer shall not exceed £5,000,000.00.

9.5 Subject to clause 9.3, the following types of loss are wholly excluded:

- (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) indirect or consequential loss.

9.6 This clause 9 shall survive termination of the Contract.

## 10. Termination

10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer 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 14 days of that party being notified in writing to do so;
- (b) 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), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Supplier reasonably believes that the Customer is about to become

subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 10.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **11. Consumer Rights**

- 11.1 The Customer's rights when it ends the contract will depend on what it has bought, whether there is anything wrong with it, how the Supplier is performing, when the Customer decides to end the contract and whether the Customer is a consumer or business customer:
- i. If the Goods are faulty or misdescribed the Customer may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see this clause 11 if you are a consumer and clause 12 if you are a business;
  - ii. If the Customer wants to end the contract because of something the Supplier has done or have told the Customer they are going to do, see clause 11.2;
  - iii. If the Customer is a consumer and has just changed its mind about the product, it may be able to get a refund but this may be subject to deductions and the Customer may have to pay the costs of return of any goods;
  - iv. In all other cases (if the Supplier is not at fault and the Customer is not a consumer exercising your right to change its mind), see clause 11.5.
- 11.2 If the Customer is ending a contract for a reason set out at (a) to (d) below the contract will end immediately and the Supplier will refund the Customer in full for any Goods which have not been provided. The reasons are:
- i. The Supplier has told the Customer about an upcoming change to the product or these terms which the Customer does not agree to;
  - ii. The Supplier has told the Customer about an error in the price or description of the product the Customer has ordered and the Customer does not wish to proceed;
  - iii. there is a risk that supply of the Goods may be significantly delayed because of events outside the Supplier's control; or
  - iv. the Customer has a legal right to end the contract because of something the Supplier has done wrong.
- 11.3 If the Customer is a consumer then for most products bought online the Customer has a legal right to change its mind within 14 days and receive a refund.

- 11.4 The Customer's right as a consumer to change its mind does not apply in respect of Goods which have been made bespoke to the Customer's order.
- 11.5 The Customer can still end the contract before it is completed, subject to paying the Supplier potential compensation.
- 11.6 If the Customer cancels the contract in accordance with 11.5 above, it must:
- (a) return the Goods to the Supplier in the same state and condition as sold.
  - (b) either return the Goods to the Supplier, or allow the Supplier to collect them (subject to payment of the Supplier's collection fee).
  - (c) (If the Customer is a consumer exercising its right to change its mind) return the Goods within 14 days of cancelling the contract.
- 11.7 If the Customer is exercising its right to change its mind the Supplier may reduce the refund of the price to reflect any reduction in the value of the Goods, if this has been caused by the Customer's handling the Goods in a way which decreases the value of the Goods. If the Supplier refunds the price paid before they are able to inspect the Goods and later discover the Customer have handled them in an unacceptable way, the Customer must pay the Supplier an appropriate amount.
- 11.8 If the Customer is a consumer the Supplier are under a legal duty to supply products that are in conformity with this contract. The box below is a breakdown of key legal rights in relation to the Goods. Nothing in these terms will affect the Customer's legal rights.

## **12. Business Customer's rights**

- 12.1 If the Customer is a business customer the Supplier warrants that on delivery or collection the Goods shall:
- (a) conform in all material respects with their description and any relevant specification;
  - (b) be free from material defects in design, material and workmanship; or
  - (c) be fit for any purpose held out by the Supplier.
- 12.2 If:
- (a) The Customer gives the Supplier notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 12.1;
  - (b) The Supplier is given a reasonable opportunity of examining such product; and

(c) The Customer returns such product to the Supplier at their cost,

The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

12.3 These terms shall apply to any repaired or replacement Goods supplied by the Supplier under clause 12.2.

### 13. Intellectual property rights

13.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

### 14. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

### 15. Data protection

15.1 The following definitions apply in this clause 15:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

15.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

15.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.

- 15.4 Without prejudice to the generality of clause 15.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 15.5 Without prejudice to the generality of clause 15.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 15.

15.6 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

## **16. General**

### **16.1 Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

### **16.2 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.2; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**16.3 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on 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 misstatement based on any statement in the Contract.

**16.4 Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16.5 Waiver.**

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**16.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause **16.6** the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**16.7 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the email address provided to the other party.
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;



- (ii) 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
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**16.8 Third party rights.**

- (a)** 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.
- (b)** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**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.