VG BUILDERS LTD.

# QUOTATION

VG Job Reference: 20-6096R
Address of Project: Court Bushes Pavilion, Willow Way, Hurstpierpoint, West Sussex, BN6 9TH - Decking


## VG Builders Ltd

The Old Workshop, Lewes Road,
Forest Row, East Sussex, RH18 5AA

Phone: 01342 824561
Email: info@vgbuildersltd.co.uk

# VG Builders Ltd

The Old Workshop, Lewes Road, Forest Row, East Sussex, RH18 5AA
Telephone: 01342 824561 / 825698 / 824998
Email: info@vgbuildersltd.co.uk


Our Ref: PAD/MJD/ 20-6096R

15th February 2021

**FAO: Sarah Groom**
Village Centre
Trinity Road
Hurstpierpoint
West Sussex
BN6 9UY

Dear Sarah

**Re.: Court Bushes Pavilion, Willow Way, Hurstpierpoint, West Sussex, BN6 9TH**

Further to your kind enquiry, please find below our quotation for various works at the above address, all as your recent communications with Neil Burgess. Due to the COVID-19 pandemic and world shortages, prices of building materials have increased unprecedently, therefore, please find below our revised quotation:

**Decking**

| | |
|---|---|
| Works to construct new 10.5 x 4.8m 'Dura Park' decking including access ramp leading to rear garden area. To include hand railings all to match existing in appearance and construction. | £11,358.00 |

**We have prepared our estimate based on the following conditions being in place:**

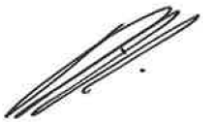
- Our current lead time from receipt of written confirmation is at present 3 weeks, but again this can and does vary dependent on workload and is subject to the current COVID-19 pandemic.
- We would anticipate a contract period of approximately 2-3 working weeks, but again, this can and does vary.
- We have not allowed for any statutory fees or permissions that may be applicable, i.e., party wall consents etc.
- We will require an area to form a compound for storage of materials and plant. We will also require at least one parking space for our vehicles.
- We will require clear and unimpeded access to all working areas at all times.
- We would also need a small amount of water and the use of the electrical supplies.

We have removed our previous quotations for 'Car Park Drainage Works' and 'Resurfacing Works', however, should you wish to receive a revised cost for the above, please do not hesitate to contact us.

**All prices are subject to the addition of VAT at the standard rate. VAT rate calculated at time of invoicing.**

We trust the above and enclosed is satisfactory, however, should you have any queries please do not hesitate to contact us on either of the above telephone numbers or by email paul.divall@vgbuildersltd.co.uk.

Yours sincerely,



Paul Divall
**Estimating Director**

# Accreditations

# Terms and Conditions

## The Conditions

**The Customer's attention is particularly drawn to the provisions of** clause 12 **(Limitation of liability).**

**1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:
**Business Day**: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
**Commencement Date**: has the meaning given in clause 2.2.
**Conditions**: these terms and conditions as amended from time to time in accordance with clause 17.8.
**Contract**: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
**Customer**: the person or firm who purchases the Goods and/or Services from the Supplier.
**Deliverables**: the deliverables set out in the Order produced by the Supplier for the Customer.
**Delivery Location**: has the meaning given in clause 4.1.
**Force Majeure Event**: has the meaning given to it in clause 15.
**Goods**: the goods (or any part of them) set out in the Order.
**Goods Specification**: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
**Intellectual Property Rights**: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
**Order**: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's acceptance of the Supplier's quotation as the case may be.
**Services**: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.
**Service Specification**: the description or specification for the Services provided in writing by the Supplier to the Customer.
**Supplier**: VG Builders Limited registered in England and Wales with company number 02550947
**Supplier Materials**: has the meaning given in clause 8.1(h).

1.2 Interpretation:
(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
(b) A reference to a party includes its personal representatives, successors and permitted assigns.
(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
(e) A reference to **writing** or **written** does include email.

**2. Basis of contract**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 6 calendar months from its date of issue.
2.6 Any quotation given by the Supplier, will be based on the costs of both labour and materials as at the date of the quotation and may be subject to change in the event of the change in cost to the Supplier of either labour or materials which are contained in the quotation.
2.7 In the event that any quotation includes either a “provisional sum” or “prime cost sum” whereby a general initial estimate is provided in the quotation with the final costs to be confirmed upon completion of the corresponding aspect of the Contract, the parties agree that the Contract will be varied in accordance with the final costs incurred by the Supplier in respect of either the “provisional sum” or “prime cost sum”.
2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**3. Goods**

3.1 The Goods are described in the Goods Specification.
3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

**4. Delivery of Goods**

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 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. 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.
4.4 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 for the Goods or any relevant instruction related to the supply of the Goods.
4.5 If the Customer fails to take delivery of the Goods then except where such failure or delay is caused by a Force Majeure Event or by 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 day on which the Supplier notified the Customer that the Goods were ready to be delivered; and
(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
4.7 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. Quality of Goods**

5.1 The Supplier warrants that on delivery the Goods shall:
(a) conform in all material respects with their description and any applicable Goods Specification;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
(d) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
(a) the Customer gives notice in writing during the warranty period that some or all of the Goods do not comply with the warranty set out in clause 5.1;
(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 Supplier's cost.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
(c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
(d) the Customer alters or repairs such Goods without the written consent of the Supplier;
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
(f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

**6. Title and risk**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
6.2 Title to the Goods shall not pass to the Customer until the earlier of:
(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods

6.3 Until title to the Goods has passed to the Customer, the Customer shall:
(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(a) to *clause 14.2(d)*; and
(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
(a) it does so as principal and not as the Supplier's agent; and
(b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(a) to *clause 14.2(d)*, then, without limiting any other right or remedy the Supplier may have:
(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
(b) the Supplier may at any time:
(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**7. Supply of Services**

7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
7.3 The Supplier reserves the right to amend both the Service Specification and Contract sum if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
7.4 The Supplier further reserves the right to amend both the Service Specification and associated Contract sum in the event that the Supplier uncovers any unforeseen aspect which may affect the supply of Services including but not limited to either the discovery of either asbestos or any other contaminant or the diversion or alteration of any utility services and employment of further professional services which are necessary to carry out the Contract
7.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

**8. Customer's obligations**

8.1 The Customer shall:
(a) ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
(b) co-operate with the Supplier, without chargem in all matters relating to the Services including but not limited to ensuring that the Supplier has sufficient access to power, water and welfare facilities;
(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
(d) provide the Supplier with such information, service and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
(e) prepare the Customer's premises for the supply of the Services;
(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
(g) comply with all applicable laws, including health and safety laws;
(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, agree that ownership of the Supplier Materials shall remain with the Supplier until the Supplier Materials have either been paid for in full or used by the Supplier,and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
(i) comply with any additional obligations as set out in the Service Specification and the Goods Specification; and

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

**9. Charges and payment**

9.1 The price for Goods:
(a) shall be the price set out in the Order; and

9.2 The charges for Services shall be calculated on a time and materials basis:
(a) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 4.30 pm worked on Business Days;
(b) the Supplier shall be entitled to charge an additional overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(a); and
(c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:
(a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer either monthly in arrear or as agreed in the Contract as the case may be.
9.5 The Customer shall pay each invoice submitted by the Supplier:
(a) within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; 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.

9.6 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
9.8 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).
9.9 In the event that a Contract is cancelled for any reason the Supplier shall be entitled to charge such costs as it has incurred up to the point of cancellation.

**10. Intellectual property rights**

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

10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

**11. Confidentiality**

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by *clause 12.2*.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this *clause 12*; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
(e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;
(b) loss of sales or business;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data or information;
(f) loss of or damage to goodwill; and
(g) any indirect or consequential loss.

12.3 Subject to clause 12.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total charges paid under the Contract.

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

12.5 This clause 12 shall survive termination of the Contract.

**13. Termination**

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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;

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

(c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;
(b) there is a change of control of the Customer.

13.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(a) to *clause 14.2(d)*, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

**14. Consequences of termination**

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and 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;

(b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination [or expiry] of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

**15. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**16. Insurance**

During the Contract the Supplier shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent supplier of Goods and Services in connection with the risks associated with the Contract, and produce to the Customer, on demand, full particulars of that insurance.

**17. General**

17.1 **Assignment and other dealings**

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

17.2 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, which includes email, and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
(b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.3 **Severance.**
If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.4 **Waiver.**
A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency.**
Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

17.7 **Third parties rights.**
The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 **Variation.**
Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.