

**Terms and conditions**

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**1 Definitions and interpretation**

1.1 In these Conditions the following definitions apply:

<b>Additional Services</b>	means any services in addition to the Services set out in the Order;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Conditions</b>	means the Supplier's terms and conditions of supply of the Services as set out in this document;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>Consumer</b>	means a Customer who is acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;
<b>Contract</b>	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions, the Order, the Price and Payment Terms and the Scope of Works (if any);
<b>Customer</b>	means the person who purchases the Services from the Supplier and whose details are set out in the Order;
<b>Deposit</b>	the deposit payable as set out in the Price and Payment terms;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the

<b>Intellectual Property Rights</b>	Customer's inability to pay; means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case whether registered or not;
<b>Location</b>	means the address for performance of the Services as set out in the Order;
<b>Order</b>	means the order for the Services from the Supplier placed by the Customer in the Supplier's standard form from time to time;
<b>Price</b>	has the meaning set out in clause 4.1;
<b>Price and Payment Terms</b>	means the Supplier's standard form document setting out the price payable for the contract and stages at which payment is due;
<b>Scope of Works</b>	means (if supplied) the Supplier's standard form document setting out the description and/or specification of the Services to be undertaken;
<b>Services</b>	means the Services set out in the Order and to be performed by the Supplier for the Customer;
<b>Specification</b>	means the description and/or specification of the Services set out or referred to in the Order and/or the Scope of Works;
<b>Supplier</b>	means Olympus Property Group Limited (a limited company registered in England and Wales under company number: 07473623 and VAT registration number: 276145687) whose registered office is at 32 Seymour Road, East Molesey, Surrey KT8 0PB and whose principle place of business is 7 Woodstock Close, Hedge End, Southampton SO30 0NG; and
<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa; and
- 1.2.7 a reference to legislation is a reference to that legislation as in force at the date of the Contract and all subordinate legislation made from time to time under that legislation.

## **2 Consumer Information**

- 2.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide that the Supplier must provide any Customer who is a Consumer with certain key information before a legally binding contract is made. The Supplier provides this information to Consumers through the Contract and through its representative who will meet with all Consumers prior to the Order normally at the Location. This clause does not apply to Customers who are not Consumers.
- 2.2 The Supplier will provide information on:
  - 2.2.1 the main characteristics of the Services;
  - 2.2.2 the Supplier's legal status, address and contact information;
  - 2.2.3 the total price for the Services including any tax or where this cannot be reasonably worked out in advance, the manner in which the price will be ascertained;
  - 2.2.4 the arrangements for payment, carrying out the Services and the time by which the Services will be carried out if a date is possible;
  - 2.2.5 any cancellation rights and any costs of cancellation; and
  - 2.2.6 complaint handling and dispute resolution methods.
- 2.3 The key information provided by law forms part of the Contract as though it is set out in full in these Conditions.

## **3 Application of these Conditions**

- 3.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 3.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 3.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 3.4 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 3.5 If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 3.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for 10 Business Days from the date on which the Customer submitted the Order and will expire automatically thereafter.
- 3.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
  - 3.7.1 the Supplier's acceptance of the Deposit and written acceptance of the Order by the delivery to the Customer of the Price and Payment Terms and/or the Scope of Works; or
  - 3.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 3.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 3.9 The Supplier may issue estimates to the Customer from time to time. Estimates are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 3.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

## **4 Price**

- 4.1 The price for the Services and the stages for payment shall be as set out in the Price and Payment Terms.

- 4.2 The Price is exclusive of:
- 4.2.1 Professional fees payable to third parties such as architects, surveyors and structural engineers;
  - 4.2.2 Any materials to be supplied by the Customer;
  - 4.2.3 Any local authority planning and/or building control fees;
  - 4.2.4 Any additional items set out in the Scope of Works;
  - 4.2.5 Any variations or additional items requested by the Customer following the Order;
  - 4.2.6 Any unforeseen works required as a result of any part of the Location not being visible or readily examinable;
  - 4.2.7 Any waste removal not provided for in the Order;
  - 4.2.8 Removal of any hazardous waste including asbestos; and
  - 4.2.9 VAT (or equivalent sales tax).
- 4.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 4.4 The Supplier may increase the Price at any time by giving the Customer not less than 5 Business Days' notice in writing provided that the increase does not exceed 25% of the Prices in effect immediately prior to the increase.
- 4.5 Notwithstanding clause 4.4, the Supplier may increase the Price with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services and/or due to any factor beyond the control of the Supplier.
- 5 Payment**
- 5.1 The Supplier shall invoice the Customer for the Services at any time after acceptance of the Order.
- 5.2 The Supplier may invoice the Customer for the whole of the Price or by instalments as set out in the Price and Payment Terms.
- 5.3 The Customer shall pay all invoices:
- 5.3.1 in full without deduction or set-off, in cleared funds by the date specified in the invoice; and
  - 5.3.2 to the bank account nominated by the Supplier.
- 5.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

- 5.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force;
- 5.4.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
- 5.4.3 the Supplier may charge an additional fee for additional administration costs involved in pursuing any late payment; and/or
- 5.4.4 suspend the provision of Services until payment has been received.

**6 Property Rights**

- 6.1 An property rights, title or ownership in any property or materials which are utilised by the Supplier in providing or delivering the Service shall remain the property of the Supplier until the Customer has made payment in full in accordance with the Contract.
- 6.2 In the event of default of payment by the Customer under the Contract, the Customer understands that the Supplier may enter the Location to repossess any property or materials in accordance with this Clause 6.

**7 Performance**

- 7.1 An Order shall specify whether the Services are to be:
- 7.1.1 performed at the Location; or
  - 7.1.2 performed at an alternative premises set out in the Order (as the case may be). The Customer shall make such premises available for the Supplier to complete the Services.
- 7.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 7.3 The Supplier may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 7.4 Orders for Additional Services not set out in the Order will only be accepted in writing by the Supplier subject to agreement over Price and other terms and these Conditions will apply to any such Additional Services.
- 7.5 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.

7.6 The Supplier shall not be liable for any delay in or failure of performance caused by:

7.6.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions (iii) provide the Supplier with adequate instructions for performance or otherwise relating to the Services or (iv) make any payment requested by the Supplier; and/or

7.6.2 Force Majeure.

## 8 Customer's Obligation

8.1 The Customer shall be responsible for the correctness of all measurements, quality and/or designs for any products or materials provided to the Supplier. Where these are not correct or of satisfactory quality the Customer shall bear the expense of any rectification or replacement including any additional costs of the Supplier.

8.2 The Customer shall cooperate with the Supplier as may be necessary to facilitate the supply of the Services including but not limited to:

8.2.1 ensuring that access to the Location is appropriate and adequate;

8.2.2 where the Location is indoors ensuring that there is adequate ventilation;

8.2.3 providing the Supplier with such facilities as may be necessary in order for the Services to be completed to include electricity, water, toilet facilities, parking and storage space for materials at no additional charge to the Supplier; and

8.2.4 follow the Supplier's reasonable instructions relating to health and safety and in respect of any Services recently completed, including directions and restrictions on appropriate usage, care and maintenance.

8.3 Unless the Order and/or Scope of Works specifies otherwise, the customer shall be responsible for any cleaning, redecorating and waste removal at the Location after the Supplier has completed the Services.

8.4 Where the Supplier stores or keeps any materials or equipment at the Location, the Customer shall be responsible for the security and safety of such and shall account to the Supplier for any loss or damage.

8.5 The Customer shall be responsible for any permissions, licenses or consents which are necessary in order for the Services to be provided. The Customer warrants that all necessary permissions, licenses or consents have been

obtained or will be granted prior to the commencement of the Services.

## 9 Materials

9.1 The Price includes materials which the Supplier will source from suitable manufacturers. Any materials used will be considered suitable for their respective purpose but are supplied subject to any conditions of sale of the manufacturer or supplier. In the event of any material proving faulty the Supplier's liability for making good is limited to such amount as may be recovered from the manufacturer or supplier less the Supplier's additional labour costs.

9.2 Certain building materials such as timber, clay, bricks, slate roofs etc are natural materials and contain variation in colour, texture, grain and size. Some are also liable to limited movement in service as a result of absorption of moisture. The Supplier is unable to accept any liability in the event of such occurrences.

## 10 Insurance

Irrespective of any insurance cover of the Supplier the Customer should prior to the commencement of the Services advise his insurers that building works are being carried out at the Location and should ensure that adequate insurance cover is in place against loss or damage by fire or other risks arising out of and during the progress of the Services.

## 11 Warranty

11.1 The Supplier warrants that, for a period of six months from performance (the **Warranty Period**), the Services shall:

11.1.1 conform in all material respects to their description and the Specification;

11.1.2 be free from material defects; and

11.1.3 be supplied with reasonable care and skill.

11.2 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 11.1, provided that:

11.2.1 the Customer serves a written notice on the Supplier not later than 5 Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

11.2.2 such notice specifies that some or all of the Services do not comply with clause 11.1 and identifies in sufficient detail the nature and extent of the defects; and

- 11.2.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 11.3 The following are not considered defects for the purposes of this clause 11:
- 11.3.1 shrinkage cracking following drying and/or natural settlement;
- 11.3.2 defects in materials not arising from the Supplier's provision of Services;
- 11.3.3 damage or defects caused by any third party including any sub-contractor or external company;
- 11.3.4 defects or flaws resulting from misuse, neglect or failure to follow instructions or recommendations; and/or
- 11.3.5 mechanical or chemical damage not arising from the Supplier's provision of Services.
- 11.4 The Supplier's warranty is only effective if all payments for the Services have been made by the Customer by the due dates.
- 11.5 Except as set out in this clause 11:
- 11.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and
- 11.5.2 shall have no liability for their failure to comply with the warranty in clause 11.1, and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 12 Indemnity

The Customer shall indemnify the Supplier against any loss or damage which results from the Customer's breach of the Contract or failure to abide by any of its terms.

## 13 Limitation of liability

- 13.1 The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2 Subject to clauses 13.5, the Supplier's total liability shall not exceed the sum of the Price less any materials or other direct expenditure sub-contract costs and VAT.
- 13.3 Subject to clauses 13.5, the Supplier shall not be liable for consequential, indirect or special losses.

- 13.4 Subject to clauses 13.5 the Supplier shall not be liable for any of the following (whether direct or indirect):
- 13.4.1 loss of profit;
- 13.4.2 loss of data;
- 13.4.3 loss of use;
- 13.4.4 loss of production;
- 13.4.5 loss of contract;
- 13.4.6 loss of opportunity;
- 13.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 13.4.8 harm to reputation or loss of goodwill.
- 13.5 Notwithstanding any other provision in the Contract, the liability of the Supplier shall not be limited in any way in respect of the following:
- 13.5.1 death or personal injury caused by negligence;
- 13.5.2 fraud; or
- 13.5.3 any other losses which cannot be excluded or limited by applicable law.

## 14 Cancellation

- 14.1 Where the Customer is a Consumer, the Customer has the right to cancel this Contract within 14 days.
- 14.2 The cancellation period will expire after 14 days following the Supplier's acceptance of the Order.
- 14.3 To exercise the right to cancel, the Customer must inform the Supplier by a clear written statement (e.g. a signed letter sent by post, fax or email).
- 14.4 To meet the cancellation deadline, it is sufficient for the Customer to send written communication concerning the right to cancel before the cancellation period has expired.
- 14.5 The Supplier will wait until the 14-day cancellation period in this clause 14 is over before the Supplier starts to carry out the Services unless:
- 14.5.1 the Customer requests that the Services are carried out during the 14-day cancellation period;
- 14.5.2 the Supplier agrees to do so; and
- 14.5.3 the Customer provides a written confirmation for the Supplier to start carrying out the Services within the 14-day cancellation period.
- 14.6 Should the Customer cancel the Contract, the Supplier will reimburse all payments received save where the Supplier is allowed to keep such payments for any Services carried out during the 14-day cancellation period and the Customer has

provided a written confirmation to start carrying out the Services within the 14-day cancellation period.

14.7 Any reimbursement made by the Supplier shall be made no later than 14 days after the day on which the cancellation notice was received by the Supplier.

14.8 Reimbursement by the Supplier will be made by electronic bank transfer.

## 15 Intellectual property

All Intellectual Property Rights in any guidance, specifications, instructions, tool kits, plans, data, drawings, databases, patents, models, designs or any other material furnished to or made available to the Customer by or on behalf of the Supplier shall remain the property of the Supplier.

## 16 Confidentiality, announcements, privacy policy and promotion

16.1 The Customer shall keep confidential all Confidential Information of the Supplier. The provisions of this clause shall not apply to:

16.1.1 any information which was in the public domain at the date of the Contract;

16.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

16.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

16.2 This clause shall remain in force in perpetuity after termination of the Contract.

16.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16.4 The Customer expressly consents and permits the Supplier to announce, publicise and/or promote the Contract at any stage through any medium and/or to use any video or photographic image of the Location for this purpose without further reference to the Customer.

16.5 The Supplier's privacy policy is available on its website at [www.olympuspropertygroup.co.uk](http://www.olympuspropertygroup.co.uk) or is attached to these conditions. The privacy policy sets out how the Supplier deals with all personal information collected, stored and distributed and sets out the rights applicable in respect of such personal information. The Customer is deemed to have read and accepted the Supplier's privacy policy prior to entering into the Contract.

## 17 Force Majeure

17.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

17.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

17.1.2 uses best endeavours to minimise the effects of that event.

17.2 If, due to Force Majeure, a party:

17.2.1 is or shall be unable to perform a material obligation; or

17.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 100 days;

the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

## 18 Termination

18.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

18.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

18.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

18.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 5 days after the Supplier has given notification that the payment is overdue; or

18.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

18.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer, where applicable as a business or a Consumer:

18.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

18.2.2 is unable to pay debts either within the meaning of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

- 18.2.3 becomes the subject of a company or individual voluntary arrangement under the Insolvency Act 1986;
  - 18.2.4 has a trustee in bankruptcy, receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 18.2.5 has a resolution passed for its winding up;
  - 18.2.6 has a petition presented to any court for its winding up or bankruptcy or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 18.2.7 is subject to any procedure for the taking control of goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
  - 18.2.8 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; or
  - 18.2.9 is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.8 in any jurisdiction;
- 18.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 18, it shall immediately notify the Customer in writing.
- 18.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
- 19 Dispute resolution**
- 19.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 19.
- 19.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 19.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 19.3.1 Within 7 days of service of the notice, the parties shall meet to discuss the dispute and attempt to resolve it.
  - 19.3.2 if the dispute has not been resolved within 7 days of the first meeting, then the matter shall be referred by either party to such advisers, experts and/or senior personnel as is deemed necessary. The parties shall meet within 7 days following the completion of such consultations to

- discuss the dispute and attempt to resolve it.
- 19.4 The specific format for the resolution of the dispute under clause 19.3.1 and, if necessary, clause 19.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 19.5 If the dispute has not been resolved within 21 days of the first meeting under clause 19.3.2 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 19.6 Until the parties have completed the steps referred to in clauses 19.3 and 19.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

**20 Notices**

- 20.1 Any notice given by a party under these Conditions shall:
- 20.1.1 be in writing and in English;
  - 20.1.2 be signed by, or on behalf of, the party giving it; and
  - 20.1.3 be sent to the relevant party at the address set out in the Contract.
- 20.2 Notices may be given, and are deemed received:
- 20.2.1 by hand or registered post: on delivery;
  - 20.2.2 by first class post: at 9.00 am on the second Business Day after posting;
  - 20.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; or
  - 20.2.4 by email on receipt of a read receipt email from the correct address.
- 20.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance and shall be effective:
- 20.3.1 on the date specified in the notice as being the date of such change; or
  - 20.3.2 if no date is so specified, 3 Business Days after the notice is deemed to be received.
- 20.4 This clause does not apply to notices given in legal proceedings or arbitration.

**21 Cumulative remedies**

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

**22 Time**

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

**23 Further assurance**

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

**24 Entire agreement**

24.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

24.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

24.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

**25 Variation**

No variation of the Contract shall be valid or effective unless it is in writing and is duly signed or executed by, or on behalf of, the Supplier.

**26 Assignment**

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent which it may withhold or delay at its absolute discretion.

**27 Set off**

27.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

27.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**28 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any

joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

**29 Equitable relief**

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**30 Severance**

30.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

30.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

**31 Waiver**

31.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

31.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

31.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

**32 Third party rights**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of



Third Parties) Act 1999 to enforce any of the provisions of the Contract.

**33 Governing law**

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

**34 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).