

## SPALDINGS LIMITED TERMS AND CONDITIONS OF TRADING

We are Spaldings Limited (“We”, “us” or “our”). We are incorporated in England under company number 1558147 and our registered office address is 25-35 Sadler Road, Lincoln, Lincolnshire LN6 3XJ, United Kingdom. Our registered VAT number is GB389012442.

You can contact us either by e-mail at [emarketing@spaldings.co.uk](mailto:emarketing@spaldings.co.uk), by post at the address of our place of business above or by telephone on 01522 500600.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

These are the terms and conditions on which we supply Goods (as defined below) and they will apply to any Order. Please read these terms and conditions carefully. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 1 INTERPRETATION

1.1 In these terms and conditions the following words have the following meanings:-

“Business Customer”	the person(s) or company purchasing Goods from us and who is not a Consumer;
“Catalogue”	means the catalogue which appears on the Website or any other catalogue (in whatever form) in which these terms and conditions are set out and as updated from time to time by us;
“Consumer”	an individual who, in placing the Order, is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
“Contract”	the contract between us and you for the sale and purchase of the Goods;
“Contract Price”	the total price of the Goods as set out in the relevant Order;
“Delivery Point”	the place where delivery of the Goods is to take place as specified by you in the Order;
“Goods”	the goods (or any part of them) set out in the Order;
“Intellectual Property Rights”	all patent, trademarks, trade names, copyright, database rights, moral rights, rights in design, know-how confidential information, and all or any other intellectual or industrial property rights whether or not registered or capable of being registered and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto;
“Order”	your order for the Goods which may be set out in your purchase order form, your written acceptance of our quotation, or any order made by you using the Website, by telephone, fax, in person or by any other means as the case may be;
“Promotional Material”	means any other catalogues, brochures, promotional material or communications, in whatever form, provided, published or communicated by us;
“Website”	means <a href="http://www.spaldings.co.uk">www.spaldings.co.uk</a> or such other website as the Company may nominate from time to time;
“you” or “your”	means a Business Customer or Consumer, as applicable, whose Order for the Goods is accepted by us.

1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

1.3 “ Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

### 2 CONTRACT TERMS

2.1 By placing an Order with us, you confirm either:

- 2.1.1 that you are placing the Order in your personal capacity and that you accept that these terms and conditions will apply; or
- 2.1.2 where you are placing an Order in the name of another individual, a partnership, company or other legal entity, that you have the right and authority to place the Order and to accept these terms and conditions on behalf of such individual, partnership, company or other legal entity.

2.2 Subject to any variation under clause 2.5, the Contract will be on these terms and conditions set out below to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order or similar document).

2.3 There will be no legally binding Contract between you and us until we have accepted the Order by dispatching the Goods.

2.4 If we are unable to accept your Order, we will inform you of this and we will not charge you for the Goods. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

2.5 Any variation to these terms and conditions and any representations about the Goods shall, to the extent legally possible, have no effect unless expressly agreed in writing and signed by a duly appointed officer of the Company.

2.6 You should ensure that the details in the Order are complete and accurate before placing the Order. Written confirmation of an Order made by telephone or fax must be marked “Confirmation Only”, if a confirmation of an Order is not so marked we may process this as a new Order.

2.7 Except where you are a Consumer, no Order which we have accepted may be cancelled by you unless we have agreed to this in writing.

### 3 DESCRIPTION

3.1 Subject to clauses 3.2 and 3.3, the description of the Goods shall be as set out in the Catalogue or in any Promotional Material.

3.2 All drawings, descriptive matter, specifications, data and advertising issued by the Company and included on the Website and any descriptions, images or illustrations contained in the Catalogue or in any Promotional Material appear for the sole purpose of giving an approximate idea of the Goods described in them. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Your Goods and/or their packaging may vary slightly from those images. If you are a Business Customer they will not form part of this Contract nor be regarded as a warranty representation in relation to the Goods, and the Company accepts no responsibility for any inaccuracy in such information. If special accuracy is required the Business Customer must state specifically in its Order the maximum and minimum limits.

3.3 We may make any changes to the specification, design, materials or finishes of the Goods which are required to conform with any applicable safety or other statutory requirements.

3.4 Goods which are priced in multiples cannot be ordered or supplied in smaller quantities.

#### **4 DELIVERY**

4.1 Delivery of the Goods shall be made at the Delivery Point.

4.2 Unless you have selected a specific delivery method when you placed your Order, the Goods shall be delivered by such means as we think fit and we may deliver the Goods in instalments unless otherwise agreed.

4.3 We will make every reasonable effort to deliver the Goods within the time agreed. If no dates for delivery are specified, delivery will be made as soon as reasonably possible after the day on which we accept your Order. and/or loading the Goods at your Delivery Point. We will not be liable for any delay, damage or additional cost that results from the Delivery Point being unsuitable or inaccessible, or for insufficient labour being available to affect the delivery.

4.5 All Goods ordered by you are subject to availability. If we are unable to supply an item we will advise you within a reasonable period of time of the action we have taken.

4.6 We will need certain information from you so that we can supply the Goods to you, for example, instructions for delivery, documents, licenses or authorisations required to enable the Goods to be delivered. If you do not give us this information within a reasonable time of placing your Order, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be liable for supplying the Goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.7 If you do not collect the Goods from us as arranged or if, after a failed delivery to you (including where you have failed to provide any instructions, documents, licenses or authorisations required to enable the Goods to be delivered on time and this is not our fault), you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 14 will apply.

4.8 If you have asked to collect the Goods from our Head Office Sales Counter, you can collect them from us at any time during our advertised Sales Counter working hours.

4.9 If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, we will endeavour to contact you to rearrange delivery.

4.10 The following provisions apply to deliveries of Goods if you are a **Business Customer**:

4.10.1 Subject to the other provisions of these terms and conditions, we will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by our negligence) unless such delay exceeds 180 days whereupon you may terminate this Contract.

4.10.2 We will not be able to accept claims by you for obvious damage, shortages, or discrepancies unless we are advised in writing within 3 working days after delivery. In the absence of such notice you will be deemed to have accepted the Goods.

#### **5 FORCE MAJEURE**

5.1 If our supply of the Goods is delayed by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable to you or be deemed to be in breach of this Contract (subject to clause 11) because of any delay in performing or any failure to perform our obligations under this Contract if the delay or failure was due to any cause beyond our reasonable control.

5.2 Without prejudice to the generality of clause 5.1 the following shall be included as causes beyond our reasonable control:

5.2.1 governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

5.2.2 act of God, fire, explosion, flood, epidemic or accident;

5.2.3 import or export regulations or embargoes;

5.2.4 labour disputes not including disputes involving the Company's work-force; and

5.2.5 inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

#### **6 RISK/OWNERSHIP**

6.1 Risk of damage to or loss of Goods shall pass to you upon delivery at the Delivery Point or you collect the Goods from us.

6.2 Ownership of the Goods will pass to you when we have received payment in full (in cash or cleared funds) for all sums due to it in respect of the Goods.

6.3 All Monies Retention of Title clause (RoT). Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with us until we have received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by us to the business customer or consumer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the business customer or consumer.'

## **7 BUSINESS CUSTOMERS AND RISK/OWNERSHIP IN GOODS This**

### **clause 7 only applies if you are a Business Customer.**

- 7.1 Until ownership of the Goods has passed to the Business Customer, the Business Customer must:
- 7.1.1 hold the Goods on a fiduciary basis as our bailee;
  - 7.1.2 store the Goods (at no cost to us) separately from all other goods of the Business Customer or any third party in such a way that they remain readily identifiable as our property;
  - 7.1.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
  - 7.1.4 maintain the Goods in satisfactory condition insured on our behalf for their full price against all risks to our reasonable satisfaction. On our request the Business Customer shall produce the policy of insurance to us; and
  - 7.1.5 hold the proceeds of the insurance referred to in clause 7.1.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 7.2 The Business Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- 7.2.1 any sale shall be effected in the ordinary course of the Business Customer's business at full market value and the Business Customer shall account to us accordingly; and
  - 7.2.2 any such sale shall be a sale of our property on the Business Customer's own behalf and the Business Customer shall deal as principal when making such a sale.
- 7.3 Subject to the terms hereof, the Business Customer is licensed by us to process the said Goods in such fashion as it may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said Goods shall be separately stored and marked so as to be identifiable as being made from or with the goods which are our property.
- 7.4 The Business Customer shall be at liberty to agree to sell on any product produced from or with the Goods on the express condition that such an agreement to sell shall take place as agents and bailees for us and that the entire proceeds therefore are held in trust for us and are not mingled with any other monies and shall at all times be identifiable as our monies.
- 7.5 If the Business Customer has not received the proceeds of any such sale it shall, if called upon to do so by us, within seven days thereof assign to us all rights against the person or persons to whom the Business Customer has supplied any product or chattel made from or with the Goods.
- 7.6 The Business Customer's right to possession of the Goods shall cease if he, not being a company commits any act of bankruptcy or if he, being a company does anything or fails to do anything which would entitle a receiver to take possession of and assets or which would entitle any person to present a petition for winding-up. The Business Customer grants us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are stored for the purposes of recovery of the same.

## **8 PRICE AND QUOTATIONS**

- 8.1 If you are a Consumer, the price for the Goods (which will include VAT where applicable) shall be the price set out in the Catalogue or Promotional Materials at the time you place your Order, although we may be entitled to charge you additional costs in line with these terms and conditions.
- 8.2 If you are a Business Customer, the price for the Goods shall be the price set out in the Catalogue or Promotional Materials at the time the Goods are dispatched. Unless expressly stated otherwise, all prices shall be exclusive of VAT, which shall be payable in addition to the price where applicable.
- 8.3 We reserve the right to amend the price for the Goods in our Catalogue and/or Promotional Materials from time to time (although a change in price will not affect any Order already placed by you if you are a Consumer).
- 8.4 If the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 8.5 The costs of delivery, including charges for transport, packaging, loading, unloading and insurance, will be as set out in the Catalogue or Promotional Material.
- 8.6 Promotional prices will be valid until the advertised date. We reserve the right to alter promotional prices without prior notice.
- 8.7 Please be aware that your Order may be subject to additional charges where the value of your Order is below a certain value. The relevant charges which might apply to such orders is set out on our Website and updated by us periodically.

## **9 CREDIT ACCOUNTS**

### **This clause 9 applies to Business Customers only**

- 9.1 We will undertake a search with a credit reference agency for Business Customers wishing to open a credit account before providing credit facilities.
- 9.2 We may in our absolute discretion decide to grant, refuse or discontinue any credit limit.
- 9.3 You acknowledge and agree that:
- 9.3.1 your details and payment record may be submitted to a credit reference agency, which will keep a record of that search and will share that information with other businesses and, if you are a Business Customer, this includes the details of the Business Customer, and its principal directors', name, address;
  - 9.3.2 we will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention;
  - 9.3.3 your information, may be transferred to third parties who may use, analyse and assess information about you and the transactions entered into between you and the Company; and/or
  - 9.3.4 give information about you and your indebtedness to their insurers, guarantors or indemnifiers bankers or any third party to whom your indebtedness is transferred in order that they can enforce their rights or comply with their obligations.

- 9.4 The Business Customer warrants that all relevant data subjects have given their informed consent for us to process such personal data for the purposes outlined in this clause 9.
- 9.5 If you are a Business Customer with a credit account, payment of the price for the Goods ordered is due on the 20<sup>th</sup> of the month following the date of despatch. There are no early settlement discounts. Late payment may result in orders being delayed and or cancelled by us.

## 10 PAYMENT

- 10.1 Unless we agree otherwise, payment shall be made at the time of making the Order and the Goods will not be delivered until we are paid the full amount and delivery charges for the Goods set out in that Order.
- 10.2 No payment shall be deemed to have been received until we have received cleared funds.
- 10.3 All payments payable to us under this Contract shall become due immediately upon termination of this Contract despite any other provision, except where the Contract is terminated by you in accordance with these terms and conditions.
- 10.4 A Business Customer shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Business Customer has a valid court order requiring an amount equal to such deduction to be paid by us to the Business Customer.
- 10.5 If you fail to make any payment under this Contract on the due date then (without prejudice to its other rights and remedies) we may charge interest on the amount unpaid at the annual rate of 6% above NatWest Bank Plc's base rate from time to time. Interest shall accrue on a daily basis until payment is made in full, whether before or after judgement. You must pay us applicable interest together with any overdue amount.
- 10.6 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest if you are a Consumer until we have resolved the issue.

## 11 CONSUMER WARRANTY

- 11.1 If you are a Consumer, you confirm that you are at least 18 years old by placing your Order.
- 11.2 We are required by law to ensure that Goods ordered from us comply with the terms of our contract with you. In particular, any Goods we supply to you must correspond with any relevant description we include on our Website, must be of satisfactory quality, and must be fit for their intended purpose.
- 11.3 During the expected lifespan of the goods, you are entitled to the following:

<b>up to 30 days</b>	If your Goods are faulty, you can reject the Goods and get a refund.
<b>up to 6 months</b>	If the Goods can't be repaired or replaced, then you're entitled to a full refund in most cases.
<b>up to 6 years</b>	If the Goods do not last a reasonable length of time you may be entitled to some money back.

This is a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your legal rights. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

- 11.4 If you have any questions or complaints about the Goods, or wish to exercise your legal rights to reject Goods please contact our customer service department on 01522 507550 or by email [custservice@spaldings.co.uk](mailto:custservice@spaldings.co.uk), who will advise you as to how to proceed. Please do not send the Goods to us without first speaking to our customer service department.
- 11.5 We are providing you with Goods for domestic and private use only. You agree not to use the Goods for any commercial, business or re-sale purposes, and we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12 CONSUMER CANCELLATION

**This clause only applies if you are a Consumer and you have placed your Order from a distance, such as by telephone, fax or through our Website.**

- 12.1 If you have changed your mind, you can cancel your Order up to 14 days after the day on which you (or someone you nominate) receive the Goods, or, if you have ordered multiple Goods or lots/pieces (other than a regular delivery for goods), 14 days after the day on which you receive the last of the Goods. If your Goods are for regular delivery over a set period you have until 14 days after the day you (or someone you nominate) receive the first delivery of the Goods. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (such as a letter sent by post or email). You can also use the model cancellation form set out at the end of this Contract if you want, but you do not have to. You will not have a right to cancel where the Goods have been made to your specification or personalised, have become mixed inseparably with other items after delivery or are sealed for health protection or hygiene purposes and these have been unsealed after you received them.
- 12.2 We will reimburse all payments received from you, including any delivery charges, as soon as we can. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.
- 12.3 The amount of your refund may be reduced if:
- 12.3.1 any Goods returned to us have been used or damaged, we may deduct an amount equal to the loss in value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. In some cases, the amount deducted may be equal to the full price of the Goods;
  - 12.3.2 we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
  - 12.3.3 you selected a method of delivery other than standard delivery, and this cost more than the standard delivery, we will not reimburse the additional sum we charged you for this method of delivery. We will not normally deduct any sums for damage caused to the outer layer of packaging where it was necessary for you to open the packaging in order to check the Goods.

12.4 We will reimburse you using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise. We will not charge you any fees for reimbursement.

12.5 Any cost of returning the Goods must be paid by you unless the Goods are faulty or misdescribed.

### **13 BUSINESS CUSTOMER RETURNS AND WARRANTY**

13.1 If we agree to a cancellation in accordance with clause 2.7, you must:

13.1.1 obtain a returns authorisation number from us prior to returning the Goods; and

13.1.2 having received an authorisation number return the Goods at your risk and expense, unused and unopened and in their original packing, and you may be charged a restocking fee as per our [Returns Procedure Policy](#) which is updated periodically.

13.2 Where we are not the manufacturer of the Goods we will endeavour to transfer to the Business Customer the benefit of any warranty or guarantee given to us.

13.3 Not all Goods are supplied with a manufacturer's guarantee and guarantees which may be provided will vary in duration. It is your responsibility to check at the time of placing the Order the availability of any guarantee.

13.4 Where no manufacturer guarantee is available for the Goods, we will, at our option, repair or replace Goods, or offer a (pro-rata) refund in relation to the Goods, if it is proved to our satisfaction that any Goods suffer from material defects in workmanship or materials, provided that:

13.4.1 the defect or fault shall have become apparent within such period of time as shall in all the circumstances be reasonable, but which shall not in any event exceed three months from the date of delivery (the "**Warranty Period**");

13.4.2 immediate written notice is given to us upon discovery of the defect or fault;

13.4.3 the Goods shall at all times have been used in a proper manner or for a purpose and in accordance with any instructions for use of which you were made aware before delivery or (if there are none) good trade practice;

13.4.4 you have not made any further use of the Goods after you have notified us of the defect or fault;

13.4.5 no attempt shall have been made by you or any other person to repair or modify the Goods; and

13.4.6 we have been given an opportunity to examine the Goods within the Warranty Period and Goods delivered and alleged to be defective are returned to us, carriage paid by you, within the Warranty Period upon our request. Carriage must be by the cheapest route and any cost of such carriage will only be reimbursed by us if the Goods are acknowledged by us to be defective.

13.5 Any Goods replaced will belong to us and any repaired or replacement Goods will be guaranteed on these terms and conditions.

13.6 Except as expressly set out in these terms and conditions, all warranties, conditions and other terms implied by law are excluded from the Contract to the fullest extent permitted by law.

13.7 If the Company complies with Clause 13.4 above it shall have no further liability in respect of such Goods.

### **14 LIMITATION OF LIABILITY**

14.1 The following provisions and the provisions of clause 14 set out our entire liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

14.1.1 any breach of these terms and conditions; and

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

14.2 Nothing in these terms shall limit or exclude our liability for:

14.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

14.2.2 fraud or fraudulent misrepresentation;

14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

14.2.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability under applicable law.

### **THE BUSINESS CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSES 14.3.1 AND 14.3.2.**

14.3 Subject to clause 14.2 and clause 11.5 (for Consumers):

14.3.1 we shall under no circumstances whatever be liable to you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

14.3.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, breach of statutory duty or otherwise, shall in no circumstances exceed the sums you paid to us in respect of the Goods.

### **15 INTELLECTUAL PROPERTY**

15.1 You shall have no rights in respect of any Intellectual Property Rights howsoever used by the Company in relation to the Goods, Catalogue, Promotional Materials, Branding or the Website and you acknowledge that, you shall not acquire any rights in respect thereof and that all such Intellectual Property Rights are and shall remain vested in or controlled by the Company.

15.2 You are prohibited from reproducing, distributing or modifying any part of this content without explicit permission.

## 16 TERMINATION

- 16.1 We may terminate the Contract immediately by written notice to you if:
- 16.1.1 you are in breach of the Contract;
  - 16.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods;
  - 16.1.3 you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us; or
  - 16.1.4 a Business Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Business Customer or for the granting of an administration order in respect of the Business Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Business Customer.
- 16.2 Where we have received an Order, we may cancel it upon notice to you within four weeks.
- 16.3 Our rights contained in clause 7 (but not the Business Customer's rights) shall continue beyond termination of the Contract.
- 16.4 If we end the Contract in the situations set out in clauses 16.1.1 to 16.1.3 or 16.2, we will refund any money you have paid in advance for Goods we have not provided. Where we end the Contract under clauses 16.1.1 to 16.1.3 we may deduct, or charge you, reasonable compensation for the net costs we will incur as a result.
- 16.5 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either you or us accrued prior to termination.

## 17 DATA PROTECTION

- 17.1 We will use the personal information you provide to us to process your Order and any payments, for the purposes outlined in clause 9 and in accordance with our [privacy policy](#).

## 18 GENERAL

- 18.1 Time for performance of all obligations of a Business Customer is of the essence.
- 18.2 Each clause of these terms operates separately. Any provision of this Contract which is held by any competent authority to be unlawful, invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall be deemed deleted and the other provisions of this Contract and the remainder of such provision shall not be affected and will remain in full force and effect.
- 18.3 If we do not insist immediately that you do anything you are required to do under this Contract, or if we delay in taking steps against you in respect of your breach of this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.4 We may assign, license or sub-contract all or any part of our rights or obligations under this Contract to another organisation.
- 18.5 This Contract is personal to you and you may not assign, license or sub-contract all or any of your rights or obligations under this Contract without our prior written consent.
- 18.6 All notices between the parties given by e-mail, fax, personally, or by first class post addressed to the registered office or last known business address (in the case of e-mail last known e-mail address) or to such other address as may be notified in writing, shall be deemed to have been received in the case of a fax or e-mail, upon transmission, in the case of a letter, 48 hours after posting. Notices delivered by hand shall be deemed to have been received at the time of delivery.
- 18.7 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.8 These terms (and formation, construction, performance and validity of the Contract) are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you are a Consumer and:
- 18.8.1 live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts; or
  - 18.8.2 live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.