

SHELFORD HEATING LTD

TERMS & CONDITIONS

1. THESE TERMS

1.1 What these terms cover. These are the **terms** and **conditions** on which we supply products to you, whether these are Goods or Services.

1.2 Why you should read them. Please read these **terms** carefully before you submit acceptance of your quotation or estimate. 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. For the purpose of these terms & conditions the following words shall have the following meanings: (a) The "Company", "we" or "us" shall mean Shelford Heating Ltd, Unit 20 South Cambridge Business Park, Sawston, Cambridge CB22 3JH registered company no 7616891 (b) The "Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials (c) "The Operative or Engineer" shall mean the representative appointed by the Company.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01223 833426 or by writing to us at sales@shelfordheating.co.uk.

2.3 How we may contact you. 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.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these **terms**, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when, following your written or verbal acceptance of our quote, we tell you that we are able to provide you with the Goods and/or Services, at which point a contract will come into existence between you and us. Please note that the prices shown are valid for a period of 30 days from the date of the original quote.

Whilst all major projects above the value of £1,000.00 will be provided with a written Quote, we do offer verbal costings to Customers over the telephone for Annual Service visits and minor works and maintenance/replacement. In these circumstances it is normal for us to give an estimation of the time that may be needed to fulfil the works, along with the actual costs of the parts/components required outlining all the charges that will be applied per hour/part of in addition Postage and vat is added.

Please note that our Phone Lines are recorded (you will be notified of this when calling) and we confirm that we do comply with PCi compliance.

3.2 Our decision to provide our Services. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

3.3 Sales literature and website. Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services contained in our catalogues, brochures or on our website 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.

3.4 Designs and drawings. Any specifications, drawings, dimensions etc., are intended as a guide only. Whilst we take as much care as possible when preparing them, they may include errors and/or

inaccuracies and their content is not binding upon us in any way. We reserve the right to withdraw ranges and models that have been replaced by improved or amended designs.

3.5 Estimates. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorized representative of the Company. The Company shall not be bound by any estimates given orally by our site staff.

3.6 Quotes. Verbal Quotes shall be given as a budget cost, (errors and omissions exempted) including Labour & Materials and shall be within 10% over and above the equivalent total hourly rate cost. All costs are plus VAT at the prevailing rate.

3.7 Working Hours. We will carry out work during our normal business hours, Monday to Friday (excluding Bank Holidays). We strive to undertake service calls for repairs on the same day if received before 10:00am, and with the exception of the 1st call of the day at 8.30am, will be allocated an AM or PM Call only, although indications are given from time to time, these will not be guaranteed. Bank Holidays the Business will be closed, Our Telephone system will have facility for leaving messages which will be dealt with on the next normal working Day. Weekend Charges are a premium service and as such increase, This Service provision is subject to availability and will not always be in operation. We will not be offering a Sunday Service.

3.8 We request that you always check:

- (a) Working Times of Labour & Description of Materials are clearly and accurately shown on the Engineers Report/Tablet Device;
- (b) Material collection times have been kept to a minimum;
- (c) Mobile phone usage has kept to a minimum and has been solely job related;
- (d) Breaks have not been charged for;
- (e) Any queries are resolved with the Operative at the time;
- (f) All work completed by the Company and its Technicians are Chargeable unless agreed in writing.

4. OUR GOODS

4.1 Goods may vary slightly from their pictures. The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in brochures accurately reflect the colour of the products. Your product may vary slightly from those images.

4.2 Quality of Goods. We warrant that on delivery, the Goods shall:

- (a) conform 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 Consumer Rights Act 2015);
- (d) have the benefit of the Manufacturer's Warranty/Guarantee.

4.3 When you become responsible for the Goods. The Goods and materials and their risk will be your responsibility from the time we deliver them to the address you gave us.

4.4 When you own Goods. The title to the Goods and Materials shall not pass to you until we have received payment in full (in cash or cleared funds).

4.5 Legal title to the Goods. Until title to the goods has passed to you, (where necessary) you shall:

- (a) store the goods separately from all other goods held by you so that they remain readily identifiable as our 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 our behalf from the date of delivery;
- (d) give us such information relating to the Goods as we may require from time to time.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the Goods you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Goods. We reserve the right to change the Goods:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

7. SUPPLY OF SERVICES

7.1 These Terms and Conditions apply to the Goods and Services which are agreed within our Quote or Estimate.

7.2 When we will provide the Goods and Services. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best Endeavor's to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials. Please note that we reserve the right to change this date at our discretion and will notify you should this be necessary.

7.3 We are not responsible for delays outside our control. If our supply of the Goods is delayed by an event outside our 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 and direct or indirect loss caused by such delays.

7.4 Prior to commencement. Please make sure that the work area is clear. We will not be liable for any damage which may occur due to moving of furniture, fixtures, and fittings.

7.5 Disruption. Providing our Services can potentially cause disruption. Unless we are directly responsible for it, we will not be liable for loss or damage to your property (including any cleaning needed) or any other type of loss.

7.6 Fuel Supply. We reserve the right to isolate and turn off any Fuel supply, as a result of a major concern as to the safe operation of a Heating system Boiler and or associated components, and we will not be held responsible for any costs incurred as a result of doing such.

7.7 Boilers. All boilers prior to service are checked for operation, any faults identified will be recorded and any parts or additional labour time will be charged accordingly, we reserve the right to cancel a service appointment in lieu of a Breakdown on arrival at the property.

7.8 Annual Services/Inspections. Annual service/inspections of an appliance whether Oil, Gas or LPG Fuelled is considered to be standard practice to ensure the appliance is safe and obtaining best efficiency to use at that time based on legislation and regulations currently in force, we will always advise you and recommend the best actions to ensure compliance.

7.9 Oil. Oil is an environmental hazard and in the event of a leak from Oil Storage tanks, Fuel Lines and Filter assemblies call us in the first instance. We also recommend you notify your Household Insurance Company. You must make contact with the Environment Agency if there is a risk of the Oil entering a controlled water source such as Rivers and Drainage systems. Do not attempt to clean the area with Water. Every House holder has a duty to ensure that their Oil supply system is safe. Prosecutions by the Environment Agency can result in failure to maintain your Oil Storage System.

7.10 Additional work. Our team is there to carry out the work that has been quoted and agreed with you and they are not permitted to carry out any other work on the premises without consent from us. Please also not that if you require any additional Goods or Services in addition to what we originally quoted for, please notify us and we will advise you of the additional fees involved.

7.11 Storage. If we ask you to store any goods or materials whilst the work is ongoing, you are required to oblige and ensure that these are kept in a suitably safe and dry place.

7.12 Labour Guarantee. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:

- (a) Subject to misuse or negligence; or
- (b) Repaired, modified, or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee materials supplied by the Customer & will accept no liability for any consequential damage or fault.

The company will not guarantee:

- (c) any work in respect of blockages in waste & drainage systems;
- (d) The Company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer;

Work is guaranteed only in respect of work directly undertaken by the Company and is subject to payment in full having been received. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.

7.13. Service Standards. Please note that our Services will be carried out in accordance with the applicable obligations required under such bodies as Oil Firing Technical Association (OFTEC) and/or Association of Plumbing and Heating Contractors (APHC), Gas Safe, National Inspection Council for Electrical Installation Contracting (NICEIC), Renewable Energy Consumer Code (RECC) and the Microgeneration Certification Scheme (MCS).

8. YOUR OBLIGATIONS UNDER THE CONTRACT

8.1 Additional Obligations. In addition to any, and all other obligations within this contract, you shall:

- (a) ensure that the terms of the order and any information it provides in (in relation to the Goods and Services to be provided) are complete and accurate;
- (b) co-operate with us in all matters relating to the Goods and Services;

(c) provide us, our employees, agents, consultants, and subcontractors, with full and clear access to the location where the Goods and Services are to be supplied and other facilities as reasonably required by the us;

(d) provide us with such information and materials as we may reasonably require in order to supply the Goods and Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and Services before the date on which we start;

(f) ensure that the room where the Services are to be provided is cleared and all valuables removed;

(g) notify us of anything which may present a hazard or danger to anyone carrying out work in your property;

(h) provide us with access to the supply of mains electricity and water at the location;

(i) comply with all applicable laws, including health and safety laws.

8.2 Customer default. If our performance of any of our obligations under the contract are prevented or delayed by any act or omission by you or your agents, sub-contractors, or employees, or by failure by you to perform any relevant obligation, then:

(a) without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until you remedy 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 our performance of any of its obligations;

(b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of your obligations as set out in this [Clause 8.2](#);

(c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

9. IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

9.1 How to tell us about problems. If you have any questions or complaints about the Goods or Services, please write to the **Customer Services Director, Shelford Heating Ltd, Unit 20, South Cambridge Business Park, Babraham Road, Sawston, Cambridge, CB22 3JH** with your concern. We will contact you within 5 days confirming receipt and then undertake our investigation and confirm what action is to be taken to resolve any issues, which may require a further site visit.

9.2 Complaints restrictions and procedure. If, after the Company has carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months (after completion) to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

10. PRICE AND PAYMENT

10.1 The Price for Goods and Services. The total charge to the Customer shall consist of the cost of Genuine Original manufacturer materials supplied by the Company via our supply chains (not Internet prices) plus a markup and the amount of time spent by the operative in carrying out the works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current rates. The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable. Our callout charges include up to 60 minutes on

site and Service charges are based on and thereafter additional labour charges are based on 15-minute intervals.

10.2 Estimates. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:

- (a) If after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate;
- (b) If after submission of the estimate there is an increase in the price of materials;
- (c) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared;
- (d) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

10.3 Material Collection. Collection of non-stock items is chargeable but:

- (a) Time must be kept to a minimum & reasonable;
- (b) The Customer must be informed wherever possible when the operative leaves the premises;
- (c) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances;
- (d) Only one engineer is allowed to leave the job to collect parts;
- (e) The collection of materials which should be normally stocked items is non-chargeable.

10.4 Payments. Invoices are due for payment immediately, and in any event no later than 14 days of work completed or date of invoice, whichever is the later. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or Partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

10.5 How to pay us. There are various ways in which you can pay us, as follows:

For best results pay by **Bank Transfer**. Our Bank Account details are as follows:

Sort Code **30-64-79**

Account Number **26654060**

Payment reference: invoice reference and account number.

By Credit/Debit Card (We only accept Credit Card payments up to the value of £300.00)

Telephone our offices on **01223 833426** between 8:00 a.m. and 5:00 p.m. and have your card details to hand along with the invoice reference for settlement.

By Post/Cheque

Please complete payment return slip and attach your cheque, writing your account number and Invoice Reference on the back, and post to our offices – please make cheques payable to **Shelford Heating Ltd.**

Payment Notes

- We are unable to accept cash payments.

- We reserve the right to charge interest on overdue monies at 2.5% (Domestic Customers) or 8% (Commercial Customers) above Bank of England Base Rate.
- We only accept Credit Card Payments up to the value of £300.00.
- All invoices to be settled on receipt, late payment penalties will be applied.
- Our full terms and conditions of sale are available on request.

10.6 VAT. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.

10.7 Late payment. If you fail to make a payment due to us under the Contract by the due date, then, without limiting the our remedies under [Clause 12](#), you 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 10.6](#) will accrue each day at 2.5% (Domestic Customers) or 8% (Commercial Customers) a year above the Bank of England's base rate from time to time, but at 2.5% or 8% (whichever is relevant) a year for any period when that base rate is below 0%.

10.8 Debt Recovery and Legal Fees. Under the terms of this agreement, you agree to pay any and all legal costs, fees and disbursements incurred by us instructing Debt Recovery agents of legal representatives to recover outstanding sums owed under the contract from you.

10.9 Cancellation. If the Customer cancels their instructions prior to any work being carried out or materials supplied, then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or Materials supplied in accordance with such instructions.

10.10 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).

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these **terms**, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

11.3 Further limitations of our potential liability to you. Subject to the terms of [Clause 11.2](#), we shall not be liable to you, 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) any pre-existing issues at your property;
- (g) loss of or damage to goodwill; and

(h) any indirect or consequential loss.

11.4 Our total liability. Subject to [Clause 11.3](#) our total liability to you, 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.

11.5 Exclusion. 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.

11.6 Claims. All claims against us must be brought within one 1 year after the cause of action arises and you agree to waive any statute of limitations which might apply by operation of law or otherwise.

11.7 This [Clause 11](#) shall survive termination of the Contract.

12. ENDING THE CONTRACT

12.1 Your rights to end the contract before works commence. Without affecting any other right or remedy available to it, you may terminate the contract prior to agreed works date by giving us written notice. In such circumstances, you will be liable for any applicable Cancellation Fee in accordance with [Clause 10.8](#).

12.2 Your rights to end the contract after work has commenced. Without affecting any other right or remedy available to it, you may terminate the Contract by providing us immediate written notice if:

(a) we commit a material breach of our obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days, after receipt of notice in writing to do so;

(b) we take 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;

(c) we suspend, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of our business.

12.3 Our rights to end the contract before works commence. Without affecting any other right or remedy available to it, we may terminate the contract prior to agreed works commencing by giving you written notice. Please note that in these circumstances we will refund any advanced fee paid.

12.4 Our rights to end the contract. Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving you written notice if:

(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 24 hours of being notified in writing to do so;

(b) fail to pay any amount due under the Contract on the due date for payment;

(c) you take any step or action in connection with entering bankruptcy, administration, provisional liquidation, bankruptcy 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;

(d) (where applicable) you suspend, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or

(f) (where applicable) there is a change of control of your business.

12.4 Suspension of services. Without affecting any other right or remedy available to it, we may suspend the supply of Services under the Contract or any other contract between us, if the you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in [Clause 12.4\(c\)](#) to [Clause 12.4\(f\)](#), or we reasonably believes that you are about to become subject to any of them.

13. CONSEQUENCES OF ENDING THE CONTRACT

13.1 What happens if the contract is ended early. On ending the Contract:

(a) we may retain any advanced payment (where applicable) you will be liable to pay for any further works and Goods, Products and Materials used/fitted up to the point of terminations. In respect of any Goods, Products, Materials and Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

(b) you shall return all of our Goods and Materials which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or 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 or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. DATA PROTECTION & PROCESSING

14.1 Please see our Privacy Policy which can be accessed at <https://shelfordheating.co.uk/terms/gdpr-privacy-policy/>

15. OTHER IMPORTANT TERMS

15.1 Intellectual Property Rights

(a) 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 you) shall be owned by us.

(b) You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

15.2 Force Majeure. Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, pandemics, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control..

15.3 Assignment and other dealings

(a) We may at any time assign, transfer, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) You shall not assign, transfer, subcontract, delegate, or deal in any other manner with any of its rights and obligations under the Contract.

15.4 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the quote or order.

(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; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal.

15.5 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.

15.6 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.

15.7 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.

15.8 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 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 [or negligent misrepresentation] based on any statement in the Contract.

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

15.9 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.

15.10 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).

15.11 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.

15.12 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.

Please note that these Terms and Conditions need to be read in conjunction with (and are in addition to) any other Terms and Conditions which the Company has for its specific Services.

Drafted by MJL Law Limited 03/08/2023, version 1.