



Terms and Conditions

DEFINITION & INTERPRETATION

In these Conditions, unless the context otherwise requires the following expressions shall have the following meanings:

“Acceptance Tests”	means the acceptance tests to be implemented in accordance with condition ;
“Additional Sums”	means the additional sums if any as set out in the Specification;
“Claims”	means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);
“Clear Access”	has the meaning as set out in condition ;
“Company”	means Mark Group Limited (registered in England under number 01304470) whose registered offices is at 70 Boston Road, Beaumont Leys, Leicester LE4 1AW
“Completion Date”	means the date on which the Acceptance Tests or the Repeat Acceptance Tests (as the case may be) are completed;
“Conditions”	means the standard terms and conditions that are here set out and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company;
“Contract”	means any contract for the supply of the Goods and/or the provision of Installation Services by the Company to the Customer incorporating these Conditions;
“Contract Particulars”	means the particulars set out at the front of these Conditions and which are incorporated herein;
“Customer”	means the customer who is a consumer (as defined by the Consumer Protection Regulations 1987) stated on the Contract Particulars;
“Customer Action”	has the meaning given to it at condition ;
“End User”	means the individuals, householders and/or company's who will receive the benefit of the Installation of the Goods;
“Goods”	means the goods and/or materials including any parts for them which the Company has agreed to supply under the Contract as set out in the Contract Particulars;
“Installation”	means the installation of the Goods in accordance with the Contract;
“Installation Location(s)”	means the address or premises as set out in the Contract Particulars;
“Installation Services”	means the provision by the Company of the services in respect of delivery and installation of the Goods in accordance with the Contract;
“Losses”	means all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever;
“Party” or “Parties”	means the Customer or the Company and in the case of Parties means both the Customer and the Company;
“Planning Consent”	means all consents, permissions, licences and approvals required to be obtained from statutory, governmental, regulatory or other bodies for the erection and installation of the Goods at the Installation Location;
“Preferred Date”	means the date preferred for the Installation as set out in the Contract Particulars;
“Price”	means the price as set out in the Contract Particulars;
“Repeat Acceptance Tests”	has the meaning as set out in condition ;
“Specification”	means the Specification issued by the Company to the Customer in connection with the Installation following the Visual Inspection”;
“Visual Inspection”	has the meaning given to it in condition ;
“Visual Inspection Date”	means the date the Visual Inspection is carried out by the Company;
“Waiver”	means the waiver/indemnity set out in the Specification or any other document waiving the Customers rights in respect of the Installation of the Goods;
“Work”	means the supply and Installation of the Goods by the Company;
“Writing”	includes telex, cable, facsimile transmission, email and comparable means of communication.

Any reference in these Conditions to a statute or any provision of a statute shall unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, re-enacted, consolidated, modified, replaced or extended. where the word 'including' is used in the Contract, it will be understood as meaning 'including without limitation'.

CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

The Contract shall be subject to these Conditions and except as provided in condition no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into a Contract except on the basis of these Conditions.

Unless otherwise agreed in writing by a director of the Company pursuant to condition , the Contract will be subject to these Conditions to the exclusion of all other terms and conditions or any inconsistent terms implied by law, practice or course of dealing.

These Conditions apply to all orders and any variation to these Conditions (including in respect of the Goods and/or Installation Services to be supplied) and any representations about the Goods and/or the Installation Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

Without prejudice to conditions and any advice or recommendation given by the Company, its employees, its sub-contractors or agents to the Customer or its employees, its sub-contractors or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

For the avoidance of doubt, where the Company has not given a written acknowledgement of the Customer's order these Conditions will nonetheless apply to the Contract.

CONTRACT PARTICULARS

No order in pursuance of any discussions, negotiations, offer or otherwise shall be binding on the Company unless and until such order is confirmed by both Parties signing the Contract Particulars.

Any quotation given by the Company relating to the price for the Goods and/or Installation Services and the time or period for delivery of the Goods and/or Installation Services or otherwise is based on the relevant conditions and information known to the Company at the time and does not constitute an offer.

Unless previously withdrawn or otherwise agreed in writing, any Contract Particulars signed and issued by the Company to the Customer shall be valid for a period of 30 days, or if different, for the period stated in the Contract Particulars.

No Contract (once the Contract Particulars have been signed by both Parties) may be cancelled or varied by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used whether in carrying out installation of the Goods or removing installed Goods or otherwise), damages, charges and expenses incurred by the Company as a result of the variation or cancellation.

The Customer shall ensure that the terms of its order as set out in the Contract Particulars and any applicable Specification are complete and accurate.

Except when incorporated in the Customer Particulars by specific reference all representations, specifications, drawings, particulars of weight, shapes, descriptions, illustrations, prices and other advertising material contained in the Company's catalogues or brochures or website or otherwise are issued or published for the sole purpose of giving an approximate idea of the Goods and/or the Installation Services described in them and will not form a representation or be part of the Contract.

Any typographical, clerical or other error or omission in any sales literature, Contract Particulars, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company provided that it does not materially effect the Contract.

If an error is found, the Company will inform the Customer as soon as possible and offer the Customer the option of re-confirming the order at the correct price or cancelling the order. If the Customer cancels the order, the Company will refund the Customer for any sum that has been paid by the Customer.

VISUAL INSPECTION AND SPECIFICATION

The Company will carry out a Visual Inspection of the Installation Location and structure of the buildings, water supply, electrical supply and other relevant facilities available at the Installation Location (the "Visual Inspection") to assess if the Installation Location is suitable for installation of the Goods. The Visual Inspection will be carried out on a date as near as to the Preferred Date as is reasonably practicable. If the Visual Inspection cannot be carried out within 30 days of the Preferred Date, the Company will make reasonable efforts to carry out the Visual Inspection on a date that is convenient to the Customer during normal working hours, subject to suitable weather conditions.

The Customer will allow (or procure the End User to allow) the Company access to the Installation Location to carry out the Visual Inspection and will make such arrangements as may be reasonably required to permit the Visual Inspection to be carried out. The Customer will obtain any third party consents and Planning Consents that are needed for the Visual Inspection to be carried out and will make sure the Company has Clear Access to the Installation Location for the conduct of the Visual Inspection.

If the Installation Location is unsuitable for the installation of the Goods the Company will inform the Customer (and where requested by the Customer in writing) as soon as is reasonably practicable following the completion of the Visual Inspection and if any sums have been paid to the Company by the Customer the Company will refund those sums to the Customer subject to condition . The contract will then terminate.

Except where the Contract is terminated under condition the results of the Visual Inspection will be incorporated into the Specification which will be delivered to the Customer as soon as reasonably practicable following the Visual Inspection. The Customer acknowledges and agrees that all matters detailed in the Visual Inspection and the Specification which require action on the part of the Customer ("Customer Action") to make the Installation location fit for the installation of the Equipment will either be carried out before any Work is carried out or, if the Company agrees to take the Customer Action, the Customer will pay the Company for carrying out the Customer Action the normal rates used by the Company for its work and materials in addition to the Price.

The Specification will set out the following:

- a recommended optimal position at the Installation Location for the Goods;
- any ancillary items additional to the Goods required to be ordered as a consequence of any non-standard installation requirements at the Installation Location;
- any Customer Actions needed to make the Installation Location fit for the installation of the Goods; and
- any Additional Sums payable by the Customer for the Installation Services as a consequence of any non-standard installation requirements at the Installation Location.

The Customer may within 14 days of delivery of the Specification by written notice to the Company in the form provided by the Company attached to the Specification:

- terminate the Contract if there are any Additional Sums required to be paid by the Customer as a consequence of any non-standard installation requirements at the Installation Location;
- request the Company to install the Goods at a position at the Installation Location other than that recommended by the Company in the Specification. The Company will not be obliged to install the Goods at a position the Company considers to be unsafe or unsuitable and if after discussions no agreement can be reached the Company may by notice to the Customer terminate the Contract; or
- request the Company to install the Goods without the Customer having obtained Planning Consent or any other necessary third party consents. The Company will not be obliged to install the Goods without Planning Consent unless the Customer has signed the Waiver.

Unless the Customer takes one or more of the actions set out in condition within the time there set out the Customer will be deemed to have accepted the Specification the terms of which will be deemed to have been incorporated in the Contract. The Specification may be varied, or added to, from time to time, provided it is in writing and signed by both Parties. The changes will be clearly identified, together with the Additional Sums or different sums to be paid by the Customer.

If the Customer decides to apply for Planning Consent then the Customer will do so as soon as reasonably practicable and in any event no later than the acceptance of the Specification. The Customer will inform the Company when the application for Planning Consent has been made and of the outcome as soon as it is known to the Customer.

The Customer acknowledges and agrees that:

it is the responsibility of the Customer to apply for and obtain any Planning Consent required for the installation of the Goods at the Installation Location, to pay all fees and expenses associated with obtaining Planning Consent and to satisfy any conditions that may be attached to it; the Company accepts no responsibility for any costs, expenses, claims, damage or other losses arising directly or indirectly out of or in connection with the installation of the Goods where the Customer requests the Installation to be performed other than in accordance with the Specification and/or without prior Planning Consent.

INSTALLATION SERVICES

The Installation Services to be provided by the Company under this Contract are as follows:-

- the Installation of the Goods at the Installation Location in accordance with the Specification and the manufacturer's guidelines subject to the provisions of the Contract;
- the Company will supply the necessary supervisory personnel, skilled and unskilled labour and hand tools for the performance of the Installation Services;

The Parties will endeavour to agree a mutually convenient time when the Installation Services will be performed, subject to the availability of the Company's staff and agents and the availability and delivery of the Goods (where Goods are being delivered by third parties). The Company will use reasonable endeavours to complete the Installation Services within a proper and reasonable time and meet such other dates as may be agreed by the Parties. No installation will take place in weather conditions that are considered by the Company to be hazardous to the personnel engaged in the Installation Services or to the safety of the Customer.

Time will not be of the essence in respect of:

- ordering the Goods from third party suppliers or manufacturers;
- for the delivery of the Goods by third party suppliers or manufacturers;
- for any times at which the Installation Services are to be performed, whether given or agreed to by the Company; or
- for the length of time that the Installation Services are to take, whether specified in the Specification or otherwise; or
- for the completion of the Installation Services or such other date agreed by the Parties.

If the Company is unable to start or complete the Work due to the fault of the Customer, the Customer shall pay for all losses, costs (including the cost of all labour and materials used whether in carrying out installation of the Goods or removing installed Goods or otherwise, damages, charges and expenses incurred by the Company) for the Goods and Installation Services that have been provided and supplied up to the date that the Company ceases to carry out work.

The Company reserves the right to cease supply of the Goods and performance of the Installation Services if, in its reasonable opinion, to carry on would damage property or endanger life. In such circumstance the Company will provide written reasons and then terminate the Contract without any liability to the Customer. Where the Customer has paid a deposit, the Company will refund any deposit paid by the Customer.

The Company shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Installation Locations and that have been communicated to it, provided that it shall not be liable under this Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract.

The Customer acknowledges that the Customer is responsible (at its own cost) for preparing and maintaining the Installation Location for the supply of the Installation Services, (including the provision of access to electricity and other relevant services required for installation of the Goods) identifying, monitoring, removing and disposing of any hazardous materials from the Installation Location and obtaining and maintaining all necessary Planning Consents and third party consents required for the delivery and installation of the Goods and/or performance of the Installation Services, in accordance with all applicable laws, before and during the supply of the Installation Services at the Installation Location.

PRICE AND PAYMENT

Payment of the Price for the Goods, the Installation Services and all other sums due under the Contract will be made following presentation of the invoice on the Completion Date.

The price of the Goods and/or the Installation Services shall be the price stated on the Contract Particulars.

No payment shall be deemed to have been received until the Company has received cleared funds from the Customer.

If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- suspend any future performance of the Contract or any other Contract with the Customer; and
- charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of three (3%) per cent per annum above Barclays Bank Plc base rate from time to time until payment in full is made.

The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

The Customer will pay to the Company in full against all reasonable losses, damages, charges and expenses incurred by the Company as a result of the variation, delay or suspension of work arising from any act or omission of the Customer's or any other contractor employed by the Customer, or by any other circumstances for which the Company is not responsible.

DELIVERY

Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at an address stated on the Contract Particulars. The Customer shall be deemed to have taken delivery of the Goods on the date that the Goods are delivered (the "Delivery Date") For the avoidance of doubt, any date for delivery given to the Customer under the Contract is no more than an estimate, and will not be of the essence.

The Customer undertakes to provide at its expense vehicular access at the place of delivery which is suitable for use by a heavy goods vehicle and is safe, clear, flat and unobstructed from the delivery offloading point to the area of installation and that delivery can be effected by specialised equipment (where appropriate) as specified by the Company ("Clear Access").

The Customer shall furnish the Company without charge and within a reasonable time with all information available to it relating to the Installation Services and/or Installation Location and shall give such assistance and at its own expense provide such facilities at the Installation Location including but not limited to the provision of access light, water, electricity security and other services as shall reasonably be required by the Company to enable it to exercise its obligations under the Contract.

RISK AND TITLE

The risk of damage to or loss of the Goods shall pass to the Customer:

- on the Delivery Date; or
- the date on which the Customer defaults (which expression shall have the meaning set out in condition) whichever shall first occur.

For the purpose of condition "defaults" shall mean if the Customer fails to take delivery of the Goods on the due date or fails to provide an address for delivery of the Goods as required or fails to provide Clear Access or fails to allow or make arrangement for the Installation Services to be performed on the due date.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) payment in full of the price of the Goods and Installation Services and all other goods or services agreed to be sold by the Company to the Customer or any other sums due under the Contract (and any other sums that are due or owing to the Company) in full, whether or not delivery was made.

Until such time as ownership of the Goods has passed to the Customer, the Customer must:

- hold the Goods on a fiduciary basis as the Company's bailee;

keep the Goods (at no cost to the Company) separate from all other goods of the Customer or any third party and properly stored, protected and insured in such a way that they remain readily identifiable as the Company's property;
not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

TESTING AND ACCEPTANCE

The Customer may inspect the performance of the Installation Services at any time and must so inspect upon completion of the Installation.

On completion of the Installation the Company will test the operation of the Goods to assess whether it operates in accordance with the Specification. The Customer will be entitled to attend the tests but the Customer's failure to attend will not affect the validity or status of the tests.

The Customer will accept (and in default will be deemed to accept) the Installation and the Goods upon the date that it passes the Acceptance Tests. Certification by the Company's authorised contractor or employee that the Installation and the Goods passes the Acceptance Tests will be proof of satisfactory Installation and fit for purpose except in the case of manifest error.

If the Installation fails the Acceptance Tests then the Company will as soon as reasonably practicable implement free of charge such alterations or modifications to the Installation as it will in the circumstances reasonably judge necessary and in sufficient time to make possible the repetition of the Acceptance Tests (the "Repeat Acceptance Tests").

If the Installation fails the Repeat Acceptance Tests then the Customer may at his option reject the Installation and terminate the Contract.

The Customer will provide the Company with all such assistance as it will from time to time reasonably require in the process of testing the Installation pursuant to this condition .

CUSTOMERS ACKNOWLEDGEMENTS AND OBLIGATIONS

The Customer acknowledges and agrees that:

The Goods are not manufactured by the Company and have been selected by the Customer on the basis of the Customer's own evaluation of the Goods and the Customer has satisfied itself as to the suitability of the Goods and not on the basis of any representations by the Company;

delivery of the Goods to the Customer will be conclusive evidence that the Customer has examined the Goods and that the Goods are in conformity with the Contract description, in good order and condition, of satisfactory quality and fit for any purpose to which they may be required.

The Customer acknowledges and agrees that for the Company to be able to provide the Installation Services the Customer will (or will procure the End User to):

permit the Company, its employees and agents to carry out the Visual Inspection at such times as the Company may reasonably specify;

carry out the Customer Action as specified in the Specification and by the times and dates as set out in that document;

co-operate with the Company as the Company reasonably requires; and

make available to the Company the facilities, and working space as specified in the Specification and/or as the Company reasonably requires from time-to-time.

The Company may charge the Customer for any additional reasonable losses, costs, charges and expenses incurred by the Company caused by the Customer's instructions, failure to provide instructions, or failure to comply with condition .

WARRANTIES AND LIABILITY

Technical information in relation to the Goods provided by the Company is based on information provided by the manufacturer of the Goods and the Company does not warrant the accuracy of such information and accepts no liability in respect of such information.

Subject to the other provisions of these Conditions, the Company warrants that the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and be reasonably fit for the purpose which they were purchased.

Subject to the other provisions of these Conditions, the Company warrants that the Installation Services will be performed with all reasonable care and skill.

The Customer must make a claim within 12 months from the Acceptance Date of any breach of the warranty's provided under conditions and .

The Company shall not be liable for breach of any of the warranties in conditions and unless:

the Customer gives written notice (whether or not delivery is refused by the Customer) to the Company of the defect (and if the defect is as a result of damage in transit and if the Company has any liability) to the carrier within 7 days of delivery or performance or (where the defect was not apparent on reasonable inspection) within 7 days after discovery of the defect but in any event no later than 90 days after the date of delivery or performance; and

the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Installation Services which are defective and for this purpose the Customer shall provide authority for the Company's representatives or agents to enter the Installation Location to inspect any defective Goods within a reasonable period of time of a request being made by the Company.

The Company shall not be liable for a breach of any of the warranties in conditions and and shall be under no liability under any other warranty, condition or guarantee if:

any defect arises from fair wear and tear, wilful damage, negligence, or abnormal working conditions or because the Customer has failed to follow the instructions of the Company and/or manufacturer (whether oral or in writing), including the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

the Customer has failed to pass on to the End User the instructions from Company or the manufacturer (whether oral or in writing) and/or the End User has failed to follow such instructions, including but not limited to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

any defect arises from, as a result of or as a consequence of the general condition or any defect in the structure of the Installation Location;

the total price for the Goods and/or the Installation Services has not been paid by the due date for payment;

the Customer makes any further use of such Goods after giving notice under condition ;

the Customer or End User misuses, alters, process or repairs such Goods without the written consent of the Company.

Subject to conditions , and if any of the Goods and/or Installation Services do not conform with any of the warranties in conditions and the Company shall at its option either repair or replace the Goods (or the defective part) free of charge and/or will re-perform the Installation Services (if there is a breach of condition) or, at the Company's sole discretion, refund to the Customer the price of such Goods and/or Installation Services at the pro rata Contract rate.

If the Company complies with condition it shall have no further liability for a breach of any of the warranties in conditions and in respect of such Goods or Installation Services.

Any Goods replaced shall belong to the Company and any repaired or replacement Goods or re-performed Installation Services shall be guaranteed on these Conditions for the unexpired portion of the warranty period referred to in condition .

No warranty is given as to the length of working life of the Goods or that they will be suitable for any specific purpose or conditions, notwithstanding that such purposes and conditions have been made known to the Company.

The Company expressly does not warrant that any result or objective in respect of energy saving, energy efficiency, noise level or other output whether stated in the Specification or not, will be achieved, be achievable or be attained at all or by a given date.

LIMITATION OF LIABILITY

Except in the case of death or personal injury caused by the Company's negligence, the Company's liability under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, will not exceed the amounts the company has insured for such liability.

Each of the Parties acknowledges that, in entering into the Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

The Company accepts no responsibility or liability where the Goods and/or Installation Services cannot be provided as a result of any act or omission of the Customer or End User and in such event the Customer shall still be liable to pay the Company for the reasonable costs incurred by the Company whether for the Goods or Installation Services provided to date.

Nothing in these Conditions will affect the Customer statutory rights.

TERMINATION

Without prejudice to any other rights of the Company or claim by the Company for loss of profit, the cost of all labour and materials used whether in carrying out installation of the Goods or removing installed Goods or otherwise, damages, charges and expenses incurred by the Company the Company may terminate the Contract if:

the Customer rejects the Specification at any time prior to the start of the Work;

the Customer fails to carry out the Customer Action in the required timescale unless the Customer has requested and authorised the Company to carry it out and the Company has agreed to carry out the Customer Action.

Without prejudice to condition and any other remedies or rights, either Party may terminate the Contract at any time by written notice to the other Party ("**Other Party**") and the notice taking effect as specified in the notice if the Other Party is in material breach of its obligations under the Contract, and where a breach is capable of remedy within seven days, the breach is not remedied within seven days by the Other Party receiving the notice which specifies the breach and requiring the breach to be remedied.

If the Contract is terminated because of the reason specified in condition above, then the Customer will pay all reasonable costs incurred by the Company for all Work carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by the Company for the performance of the Work prior to the date of termination.

All rights and obligations of the Parties shall cease to have effect immediately upon termination of the Contract except that termination shall not affect:

the accrued rights and obligations of the parties at the date of termination; and

the coming into force or the continuance in force of any provision which is expressly or implied intended to come into or continue in force on or after termination.

The Customer may cancel the contract if the Company or its authorised representatives made an unsolicited visit to the Customer and the Customer then agreed to a Contract through the unsolicited visit.

Where the Customer cancels the Contract on the basis of clause the Customer must do so within 7 days of making the Contract by sending in writing a notice of cancellation to the Company stating any relevant reference details.

GENERAL

The Customer acknowledges and agrees that details of the Customer's name, address and payment records may be submitted to a credit reference agency, banks, credit insurers and other responsible organisations outside the Company's business and personal data will be processed by or on behalf of the Company in connection with the Goods and Installation Services.

The Contract contains the whole agreement between the parties in respect of the Work and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in the Contract excludes liability for fraud.

The Company will supply and perform the Installation Services within a reasonable period of time.

The Company may assign and transfer all rights and obligations under the Contract to any person to which it transfers all of its business.

The Contract, Contract Particulars may only be amended in writing signed by duly authorised representatives of the Parties.

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

No waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall be considered or be deemed as a waiver of any subsequent breach or default of the same and will in no way affect the other terms of the Contract.

If any provision of these Conditions is held by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly invalid, unenforceable, illegal, void, voidable or unreasonable for any reason it shall to the extent of such invalidity, unenforceability, illegality, voidness, voidability, unreasonable or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

The Conditions are governed by English law and the Parties agree to submit to the non-exclusive jurisdiction of the English Courts..

Any notice to be given under the Contract will be in writing and will be sent by first class mail to the address of the relevant Party set out in the Contract Particulars. Notices sent as above will be deemed to have been received three working days after the day of posting. In proving the giving of a notice it will be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted.