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## TERMS AND CONDITIONS FOR THE SALE OF VEHICLE(S) AND VEHICLE RELATED SERVICES TO BUSINESSES

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### 1. Application of Terms and Conditions

- 1.1 The Supplier shall supply and the Customer shall purchase the Vehicle(s) and Services in accordance with the Quotation which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such Order is made or purported to be made, by the Customer.

### 2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Commencement Date”</b>	means the date the Customer accepts the Quotation in accordance with Clause 3.3;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Contract”</b>	means the contract for the purchase and sale of the Vehicle(s) and supply of the Services under these Terms and Conditions;
<b>“Contract Price”</b>	means the price stated in the Quotation payable for the Vehicle(s) and Services;
<b>“Customer”</b>	means the company who accepts a Quotation for the sale of the Vehicle(s) and supply of the Services;
<b>“Delivery Date”</b>	means the date on which the Vehicle(s) are to be delivered as stipulated in the Quotation, unless agreed otherwise in writing between the Parties;
<b>“Inspection Date”</b>	means the date that Find & Finance will inspect the vehicle(s) on your behalf;
<b>“Manufacturer”</b>	means the company that produces the Vehicle(s);
<b>“Month”</b>	means a calendar month;
<b>“Order”</b>	means a Customer’s request for a Quotation;
<b>“Quotation”</b>	means the quotation for the sale of the Vehicle(s) and the provision of Services by the Supplier;
<b>“Services”</b>	means the Services to be provided to the Customer as set out in the Quotation;
<b>“Supplier”</b>	means Find & Finance Limited, of Unit N1A, Westpoint, Middlemore Lane West, Aldridge, Walsall WS9 8DT and includes all employees and agents of Find and Finance Ltd;

<b>“Vehicle(s)”</b>	means the vehicle(s) which the Supplier is to supply in accordance with these Terms and Conditions; and
<b>“Warranty Provider”</b>	means AutoProtect (MBI) Limited.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;
  - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - c) “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
  - d) a Schedule is a schedule to these Terms and Conditions; and
  - e) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
  - f) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

### 3. **Basis of Sale and Service**

- 3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Vehicle(s) and/or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Vehicle(s) and Services are subject to alteration without notice and do not constitute offers to sell the Vehicle(s) which are capable of acceptance. No contract for the sale of the Vehicle(s) and Services shall be binding on the Supplier until the Customer has accepted the Quotation whether by providing an Order or otherwise in writing,
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

### 4. **The Vehicle(s)**

- 4.1 The specification for the Vehicle(s) shall be that set out in the Quotation.
- 4.2 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier or by the manufacturer are intended as a guide only and shall not be binding on the Supplier.
- 4.3 The Supplier reserves the right to make any changes in the specification of the Vehicle(s) which are required to conform with any applicable safety or other statutory or regulatory requirements.
- 4.4 No Quotation which has been accepted by the Customer may be cancelled by the

Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

## **5. The Services**

- 5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7, provide the Services expressly identified in the Quotation.
- 5.2 The Supplier will use reasonable care and skill to perform the Services identified in the Quotation.
- 5.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

## **6. Price**

- 6.1 The Contract Price of the Vehicle(s) and Services shall be the price listed in the Supplier's Quotation current at the date of acceptance by the Customer or such other price as may be agreed in writing by the Supplier and the Customer.
- 6.2 The Contract Price detailed in a Quotation is valid for 30 days.
- 6.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Vehicle(s) and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, delivery, materials or additional costs of the Manufacturer, any change in delivery dates, quantities or specifications for the Vehicle(s) and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 6.4 Except as otherwise stated under the terms of the Quotation, or unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.
- 6.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Vehicle(s) and Services, which the Customer shall be additionally liable to pay to the Supplier.

## **7. Payment**

- 7.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Vehicle(s) and Services and the Customer shall pay prior to the Inspection Date.
- 7.2 The Customer shall pay the price of the Vehicle(s) (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) prior to the Inspection Date or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on, or before, the Inspection Date notwithstanding that delivery or provision will not have taken place and/or that the property in the Vehicle(s) has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.3 All payments, whether they be by bank transfer, credit card (subject to financial limits), or by way of finance, lease or any other instrument, shall be made to the Supplier in cleared funds as indicated on the form of invoice issued by the Supplier.
- 7.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in

writing to the Customer that no further credit will be allowed to the Customer in which event no further Vehicle(s) or Services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

## **8. Delivery, Inspection and Performance**

- 8.1 Subject to the Supplier receiving full payment in accordance with Clause 7 and the Supplier being satisfied with the inspection completed on the Vehicle(s) on the Inspection Date, Delivery of the Vehicle(s) shall be made by the Supplier delivering the Vehicle(s) to the place in the United Kingdom specified in the Quotation or, if no place of delivery is so specified, by the Customer collecting the Vehicle(s) at the Supplier's premises at any time after the Supplier has notified the Customer that the Vehicle(s) are ready for collection.
- 8.2 In the event that the Supplier completes an inspection of the Vehicle(s) on the Inspection Date and identifies any material issues with the Vehicle(s), the Supplier shall inform the Customer if they consider:
- a) an adjustment is required to the Contract Price for the Vehicle(s) (to be determined at the Supplier's sole discretion) and a new Quotation issued pursuant to Clause 4; or
  - b) whether the Order for the Vehicle(s) should be cancelled and a refund issued in accordance with sub-Clause 12.3.
- 8.3 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Vehicle(s) may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.4 If the Customer fails to take delivery of the Vehicle(s) on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Vehicle(s) to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Vehicle(s) and then notwithstanding the provisions of sub-Clause 10.1 risk in the Vehicle(s) shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including any redelivery costs (if the Supplier agrees in writing to redeliver the Vehicle(s)) storage and insurance charges arising from such failure.
- 8.5 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Quotation provide the Services expressly identified in the Quotation.

## **9. Non-Delivery of Vehicle(s) and Services**

- 9.1 If the Supplier fails to deliver the Vehicle(s) or provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault, the Supplier shall have no liability in respect of such late delivery provided the Supplier has used reasonable endeavours to comply with the Delivery Date.

## **10. Risk and Retention of Title**

- 10.1 Risk of damage to or loss of the Vehicle(s) shall pass to the Customer at:
- a) in the case of Vehicle(s) to be collected from the Supplier's premises, the time when the Supplier notifies the Customer that the Vehicle(s) are available for collection; or
  - b) in the case of Vehicle(s) to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Vehicle(s), the time when the Supplier has tendered delivery of the Vehicle(s).

- 10.2 Notwithstanding delivery and the passing of risk in the Vehicle(s), or any other provision of these Terms and Conditions, legal and beneficial title to the Vehicle(s) shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Vehicle(s).
- 10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Vehicle(s) shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Vehicle(s) or payment by the finance company financing the vehicle on behalf of the Customer and any other vehicle(s) supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 10.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Vehicle(s) has passed to the Customer, the Customer shall be in possession of the Vehicle(s) as bailee for the Supplier and the Customer shall store the Vehicle(s) separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Vehicle(s) against all reasonable risks.
- 10.5 In the event that the Customer sells or transfers (or attempts to sell or transfer) the Vehicle(s) to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- 10.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Vehicle(s) which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 10.7 The Supplier reserves the right to repossess any Vehicle(s) in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Vehicle(s) in which the Supplier retains title and inspecting the Vehicle(s) to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.8 The Customer's right to possession of the Vehicle(s) in which the Supplier maintains legal and beneficial title shall terminate if:
- a) the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
  - b) The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
  - c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
  - d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

## 11. Assignment

- 11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.
- 11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 12. Defective Vehicle(s)

- 12.1 Save as expressly set out within these Terms, or the conditions of any additional warranty or guarantee product that the Customer purchases with the Vehicle, the Supplier does not offer any warranty or guarantee in respect of the Vehicle. No Vehicle(s) may be returned to the Supplier without the prior agreement in writing of the Supplier.
- 12.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subsection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Vehicle(s) without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 12.3 Vehicle(s), other than defective Vehicle(s) returned under sub-Clauses 12.1 or 12.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
- 12.4 Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.5 In most cases, and unless the Customer has declined it specifically, a 12 month warranty is supplied with the vehicle(s) by the Warranty Provider. The Supplier will not be liable for any matter that falls under the cover of this or any other warranty whether the claim is agreed or not.

## 13. Customer's Default

- 13.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
  - a) cancel the order or suspend any further deliveries or provision of Vehicle(s) and Services to the Customer;
  - b) appropriate any payment made by the Customer to such of the Vehicle(s) and/or Services (or the vehicle(s) and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
  - c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 13.2 This condition applies if:
  - a) the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
  - b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
  - c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - d) the Customer ceases, or threatens to cease, to carry on business; or

- e) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Vehicle(s) have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **14. Liability**

- 14.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Vehicle(s) and Services.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the supplier, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 14.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 14.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 14.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- a) for death or personal injury caused by the Supplier's negligence;
  - b) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
  - c) for fraud or fraudulent misrepresentation.
- 14.7 Subject to the remaining provisions of this Clause 14:
- a) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
  - b) the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

#### **15. Confidentiality**

- 15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 12 months after its termination:
- a) keep confidential all Confidential Information;
  - b) not disclose any Confidential Information to any other person;

- c) not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
- d) not make any copies of, record in any way or part with possession of any Confidential Information; and
- e) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:

- a) disclose any Confidential Information to:
  - i. any sub-contractor or supplier of that Party;
  - ii. any governmental or other authority or regulatory body; or
  - iii. any employee or officer of that Party or of any of the
  - iv. aforementioned persons, parties or bodies;
- b) to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.a above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- c) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

## 16. Part-Exchange

- 16.1 Customers must notify the Supplier in advance if they have a vehicle they wish to part-exchange ("**Part-Exchange Vehicle**") and provide the Supplier with any information regarding the Part-Exchange Vehicle which they may reasonably request, and bring the Part-Exchange Vehicle to a location agreed by the Supplier at a time which is convenient to the Supplier for examination and assessment.
- 16.2 If the Supplier agrees to consider the Part-Exchange Vehicle, they will examine it at a pre-agreed time and provide a valuation. The Supplier is not obliged to provide a part-exchange option when selling the Vehicle and their decision to examine and value a Part-Exchange Vehicle, including the valuation is solely at their discretion.
- 16.3 If they are willing to accept a Part-Exchange Vehicle as part of the Price the Supplier will provide a valuation for the Part-Exchange Vehicle ("**Part-Exchange Valuation**").
- 16.4 The Customer has no obligation to accept any Part-Exchange Valuation.
- 16.5 The Customer must notify the Supplier if they wish to accept the Part-Exchange Valuation the Supplier has provided. The Supplier will then recalculate the Price to take into account the Part-Exchange Valuation in exchange for the Customer transferring the Part-Exchange Vehicle and ownership of the Part-Exchange Vehicle to the Supplier.
- 16.6 The Supplier is entitled to reject a Part-Exchange Vehicle which is delivered to them for any reason, including but not limited to circumstances where:



- a) the condition of the Part-Exchange Vehicle has changed since they provided the Part-Exchange Valuation or the condition of the Part-Exchange Vehicle is not as stated in the description given by the Customer;
  - b) there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;
  - c) the Part-Exchange Vehicle has been subject to a total loss claim;
  - d) any other issue is identified by a HPI check or equivalent vehicle history check on the Part-Exchange Vehicle;
  - e) the Part-Exchange Vehicle is not the property of the Customer to dispose of or they do not have the right to sell it; or
  - f) the V5 registration documentation for the Part-Exchange Vehicle is missing, incomplete or is not in the name of the Customer.
- 16.7 When delivering a Part-Exchange Vehicle to the Supplier, the Customer must provide:
- a) all sets of keys to the Part-Exchange Vehicle; and
  - b) the V5c registration documentation in the Customer's name and any associated documentation (such as service books ) for the Part-Exchange Vehicle.

If these are not supplied, the Supplier will not accept the Part-Exchange Vehicle.

## 17. **Communications**

- 17.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
  - b) when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
  - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 17.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address notified to the other Party.

## 18. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 19. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## 20. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions

(and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

**21. Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**22. Dispute resolution**

22.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations between their appointed representatives who have the authority to settle any such dispute.

22.2 If such negotiations do not resolve the matter within 14 (fourteen) days of receipt of a written invitation to negotiate (from either Party), then the Parties may attempt to resolve the dispute in good faith through the Centre for Effective Dispute Resolution to seek a solution. For the avoidance of doubt, neither Party is obliged to participate in this procedure and the Supplier does not agree to pay or contribute to any costs incurred by the Customer. Furthermore:

- a) Nothing in this Clause 22.2 shall prohibit either Party from applying to a court for interim injunctive relief; and
- b) The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause shall not be final and binding on the Parties.

**23. Law and Jurisdiction**

23.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England.