

# Standard terms and conditions for the provision of goods and services

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1. **Application of Terms and Conditions**

- 1.1 Just Digital shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation, specification schedule or accepted order 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:

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| <b>“Business Day”</b>             | means any day other than a Saturday, Sunday or bank holiday;  |
| <b>“Commencement Date”</b>        | means the commencement date for the Contract as set out in the quotation, specification schedule or accepted order;   |
| <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 agreement for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;   |
| <b>“Contract Price”</b>           | means the price stated in the Contract payable for the Goods as set out in clauses 6 and 7;   |
| <b>“Customer”</b>                 | means the person who accepts a quotation or offer of Just Digital for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by Just Digital;  |
| <b>“Delivery Date”</b>            | means the date on which the Goods are to be delivered as stipulated in the Customer’s order and accepted by Just Digital;   |
| <b>“Goods”</b>                    | means the goods (including any instalment of the goods or any parts for them) which Just Digital is to supply in accordance with these Terms and Conditions;  |
| <b>“Month”</b>                    | means a calendar month;   |
| <b>“Services”</b>                 | means the Services to be provided to the Customer as set out in the quotation, specification schedule or accepted order; and  |

**“Just Digital”** means a company registered in England under 04954829 of Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon, Cambridgeshire Pe29 6FN and includes all employees and agents of Just Digital.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 2.2.2 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;
  - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
  - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
  - 2.2.5 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.
  - 2.2.6 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 Just Digital’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by Just Digital 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 Just Digital.
- 3.3 Sales literature, price lists and other documents issued by Just Digital in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on Just Digital unless Just Digital has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:
- 3.3.1 Just Digital’s written acceptance;
  - 3.3.2 delivery of the Goods;
  - 3.3.3 provision of the Services; or

3.3.4 Just Digital's invoice.

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 Just Digital shall be subject to correction without any liability on the part of Just Digital.

#### **4. The Goods**

4.1 No order submitted by the Customer shall be deemed to be accepted by Just Digital unless and until confirmed in writing by Just Digital's authorised representative.

4.2 The specification for the Goods shall be that set out in Just Digital's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by Just Digital). The Goods will only be supplied in the minimum units thereof stated in Just Digital's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by Just Digital are intended as a guide only and shall not be binding on Just Digital.

4.4 Just Digital reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by Just Digital may be cancelled by the Customer except with the agreement in writing of Just Digital on the terms that the Customer shall indemnify Just Digital 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 Just Digital as a result of such cancellation.

#### **5. The Services**

5.1 With effect from the Commencement Date Just Digital shall, in consideration of the Contract Price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the quotation, specification schedule or accepted order.

5.2 Just Digital will use reasonable care and skill to perform the Services identified in the quotation, specification schedule or accepted order.

5.3 Just Digital 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. Contract Price**

6.1 The price of the Goods and Services shall be the price listed in Just Digital's price list current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by Just Digital and the Customer.

6.2 Where Just Digital has quoted a price for the Goods other than in accordance with Just Digital's published price list the price quoted shall be valid for 30 days

only or such lesser time as Just Digital may specify.

- 6.3 Just Digital reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to Just Digital which is due to any factor beyond the control of Just Digital (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods 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 Just Digital adequate information or instructions.
- 6.4 Except as otherwise stated under the terms of any quotation, specification schedule or accepted order or in any price list of Just Digital, and unless otherwise agreed in writing between the Customer and Just Digital, all Contract Prices are exclusive of Just Digital's charges for packaging and transport unless specified in the quotation, specification schedule or accepted order .
- 6.5 The Contract 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 Goods and Services, which the Customer shall be additionally liable to pay to Just Digital.

## **7. Payment**

- 7.1 Subject clause 7.3 and clause 7.4 and subject to any special terms agreed in writing between the Customer and Just Digital, Just Digital shall invoice the Customer for the Contract Price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Just Digital shall be entitled to invoice the Customer for the Contract Price at any time after Just Digital has notified the Customer that the Goods are ready for collection or (as the case may be) Just Digital has tendered delivery of the Goods.
- 7.2 Subject clause 7.3 and clause 7.4 the Customer shall pay the Contract Price of the Goods (less any discount or credit allowed by Just Digital, but without any other deduction, credit or set off) within 30 days of the date of Just Digital's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and Just Digital in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the Contract Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.3 All orders placed by individuals or any first order placed by new business Customers must be paid in full prior to any work being commenced by Just Digital unless otherwise agreed in writing.
- 7.4 With respect to all orders for exhibition stands or portable stands (including project management and all ancillary items relating to the project) of an invoice value of £2000 or more, the Customer shall pay 50% of the Contract Price on placement of the order, 25% of the Contract Price in cleared funds 2 working days before delivery of the order and 25% of the Contract Price in accordance

with clause 7.2 above unless otherwise agreed in writing.

7.5 All payments shall be made to Just Digital as indicated on the form of acceptance or invoice issued by Just Digital.

7.6 Just Digital is not obliged to accept orders from any customer or buyer who has not supplied Just Digital with references satisfactory to Just Digital. If at any time Just Digital 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 goods 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 Just Digital shall be immediately payable in cash.

## 8. **Delivery and Performance**

8.1 Unless otherwise agreed in writing delivery of the Goods shall be made by Just Digital delivering the Goods to the place in the United Kingdom specified in the quotation, specification schedule or accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at Just Digital's premises at any time after Just Digital has notified the Customer that the Goods are ready for collection.

8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by Just Digital in writing. The Goods may be delivered by Just Digital in advance of the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, Just Digital shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Just Digital all costs and expenses including storage and insurance charges arising from such failure.

8.4 With effect from the Commencement Date Just Digital shall, in consideration of the Contract Price being paid in accordance with these Terms and Conditions and the quotation, specification schedule or accepted order provide the Services expressly identified in the quotation, specification schedule or accepted order.

## 9. **Non-Delivery of Goods and Services**

9.1 If Just Digital fails to deliver the Goods or provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside Just Digital's reasonable control or the Customer's or its carrier's fault:

9.1.1 if Just Digital delivers the Goods and/or provides the Services at any time thereafter Just Digital shall have no liability in respect of such late delivery; or

9.1.2 if the Customer gives written notice to Just Digital within 10 Business Days after the Delivery Date (or Commencement Date, as appropriate) and Just Digital fails to deliver the Goods and/or Services within 10 Business Days after receiving such notice the Customer may cancel the

order and Just Digital's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the Contract Price of the Goods or Services not delivered or provided.

## 10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
  - 10.1.1 in the case of Goods to be delivered at Just Digital's premises, the time when Just Digital notifies the Customer that the Goods are available for collection;
  - 10.1.2 in the case of Goods to be delivered otherwise than at Just Digital's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Just Digital has tendered delivery of the Goods; or
  - 10.1.3 in the case of Goods being installed by Just Digital, the time that Just Digital notifies the Customer that the installation is complete.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until Just Digital has received in cash or cleared funds payment in full of the Contract Price of the Goods.
- 10.3 Until payment has been made to Just Digital in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for Just Digital and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by Just Digital and shall insure the Goods against all reasonable risks.
- 10.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Just Digital, but if the Customer does so all money owing by the Customer to Just Digital shall (without prejudice to any other right or remedy of Just Digital) forthwith become due and payable.
- 10.5 Just Digital reserves the right to repossess any Goods in which Just Digital retains title without notice. The Customer irrevocably authorises Just Digital to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which Just Digital retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.6 The Customer's right to possession of the Goods in which Just Digital maintains legal and beneficial title shall terminate if:
  - 10.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
  - 10.6.2 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;
  - 10.6.3 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;

10.6.4 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 Just Digital may assign the Contract or any part of it to any person, firm or company without the prior 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 Just Digital.

## 12. **Defective Goods**

- 12.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to Just Digital within 3 Business Days of such delivery, Just Digital shall at its option:
  - 12.1.1 replace the defective Goods within 3 Business Days of receiving the Customer's notice; or
  - 12.1.2 refund to the Customer the Contract Price for those Goods (or parts thereof, as appropriate) which are defective;but Just Digital shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.
- 12.2 No Goods may be returned to Just Digital without the prior agreement in writing of Just Digital. Subject thereto any Goods returned which Just Digital is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at Just Digital's sole discretion Just Digital shall refund or credit to the Customer the Contract Price of such defective Goods but Just Digital shall have no further liability to the Customer.
- 12.3 Just Digital shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow Just Digital's instructions (whether given orally or in writing), misuse or alteration of the Goods without Just Digital's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 12.4 Goods, other than defective Goods returned under sub-Clauses 12.1 or 12.2, returned by the Customer and accepted by Just Digital may be credited to the Customer at Just Digital's sole discretion and without any obligation on the part of Just Digital.



- 12.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by Just Digital or any competent governmental or regulatory authority and the Customer will indemnify Just Digital against any liability loss or damage which Just Digital might suffer as a result of the Customer's failure to comply with this condition.

### 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 Just Digital, Just Digital shall be entitled to:
- 13.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
  - 13.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and Just Digital) as Just Digital may think fit (notwithstanding any purported appropriation by the Customer); and
  - 13.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 6% per annum above 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:
- 13.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
  - 13.2.2 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;
  - 13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
  - 13.2.4 the Customer ceases, or threatens to cease, to carry on business; or
  - 13.2.5 Just Digital 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 Just Digital, Just Digital shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the Contract Price shall become immediately due and payable notwithstanding any previous

agreement or arrangement to the contrary.

#### 14. **Liability**

- 14.1 Just Digital 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 Just Digital's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods 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 Just Digital against all damages, costs, claims and expenses suffered by 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 Just Digital 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 Just Digital's obligations if the delay or failure was due to any cause beyond Just Digital's reasonable control.
- 14.6 Nothing in these Terms and Conditions excludes or limits the liability of Just Digital:
  - 14.6.1 for death or personal injury caused by Just Digital's negligence;
  - 14.6.2 for any matter which it would be illegal for Just Digital to exclude or attempt to exclude its liability; or
  - 14.6.3 for fraud or fraudulent misrepresentation.
- 14.7 Subject to the remaining provisions of this Clause 14:
  - 14.7.1 Just Digital'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
  - 14.7.2 Just Digital 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 one year after its termination:
  - 15.1.1 keep confidential all Confidential Information;

- 15.1.2 not disclose any Confidential Information to any other person;
  - 15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
  - 15.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 15.1.5 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:
- 15.2.1 disclose any Confidential Information to:
    - 15.2.1.1 any sub-contractor or supplier of that Party;
    - 15.2.1.2 any governmental or other authority or regulatory body; or
    - 15.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- 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 15.2.1.2 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
- 15.2.2 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.
- 15.3 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. **Data Protection**

- 16.1 All personal data that Just Digital may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.
- 16.2 For complete details of Just Digital’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer’s rights and how to exercise them, and personal data sharing (where applicable), please refer to Just Digital’s Privacy Notice available from our website, [justdigitaluk.com](http://justdigitaluk.com)

## 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:

17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

17.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

17.2.4 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, or facsimile number 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. **Law and Jurisdiction**

22.1 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.

22.2 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 jurisdiction of the courts of England and Wales.