



**TERMS AND CONDITIONS FOR THE  
SUPPLY OF SERVICES**

## INTRODUCTION

These terms set out the general terms on which we, White Rhino Event Management Limited (the '**Supplier**') provide services to you (the '**Customer**'). These Conditions and our Booking Form together form the contract between us.

## OUR TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 The definitions and interpretations below apply in these terms and conditions (**Conditions**).

**Bribery Laws:** means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

**Booking:** the order for the Services from the Supplier placed by the Customer using the booking agreement form and subject to these Conditions.

**Commencement Date:** the date on which the Contract is established.

**Contract:** the Customer's purchase order and the Supplier's acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

**Charges:** the Supplier's charges specified in condition 10 payable by the Customer for the Services.

**Customer:** the person, firm or company who purchases Services from the Supplier.

**Customer's Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

**Customer's Manager:** the Customer's manager for the Services, appointed in accordance with condition 5.1.

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Event:** the end result of the provision of Services.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property

rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement including data, reports and specifications.

**Services:** the services to be provided by the Supplier under this agreement as set out in the Booking together with any other services which the Supplier provides or agrees to provide to the Customer.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

**Supplier's Manager:** the Supplier's manager for the Services appointed under condition 4.3.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules and background form part of this agreement and shall have effect as if set out in full in the body of these Conditions and any reference to this agreement includes the schedules and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in these terms and conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10 References to conditions and schedules are to the conditions and schedules of this agreement.

## **2. APPLICATION OF CONDITIONS**

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a quotation for Services by the Supplier constitutes an Booking. No Booking placed by the Customer shall be accepted by the Supplier other than:

- (a) by a written acknowledgement issued and executed by the Supplier; or
- (b) (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern this Agreement.

2.3 The Supplier may accept or reject a Booking at its discretion. Rejection by the Supplier of a Booking, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.4 Quotations are invitations to treat only and are given by the Supplier on the basis that no agreement shall come into existence except in accordance with condition 2.2. They are not an offer to supply Services and are incapable of being accepted by the Customer. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

## **3. COMMENCEMENT AND DURATION**

3.1 The Services supplied under this agreement shall be provided by the Supplier to the Customer from the Commencement Date in accordance with the terms of the Booking.

3.2 The Supplier reserves the right to outsource any part of the Services to a subcontractor.

3.3 The Services supplied under this agreement shall continue to be supplied until this agreement is terminated in accordance with condition 16.

## **4. SUPPLIER'S OBLIGATIONS**

4.1 The Supplier shall use reasonable endeavours to provide the Services to the Customer, in accordance in all material respects with the Booking.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Booking, but any such dates shall be estimates only and time shall not be of the essence of this agreement.

4.3 The Supplier shall appoint the Supplier's Manager who shall have authority contractually to bind the Supplier on all matters relating to the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Manager throughout the term of this agreement, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

4.4 The Supplier shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under condition 5.1(e), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

## **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
- (b) provide, for the Supplier, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by the Supplier;
- (c) provide, in a timely manner, such information as the Supplier may request and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier

of all of its obligations and actions under this condition 5.1(d);

- (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
- (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Customer's Equipment in relation to the Supplier's Equipment in all cases before the date on which the Services are to start;
- (g) be responsible and liable for any damage, breakages, theft, or loss at the Event of equipment or facilities hired for the purposes of the event, howsoever and by whomever caused;
- (h) provide the Supplier with a security deposit if required; and
- (i) be responsible and liable for any additional expenses charged to hotel rooms, bar tabs, or restaurant tabs throughout the Event.

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

5.4 The Customer shall not, without the prior written consent of the Supplier, at any time from the date on which these Conditions were executed to the expiry of six months after the termination of this agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier in the provision of the Services.

5.5 Any consent given by the Supplier in accordance with condition 5.4 shall be subject to the Customer paying

to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

## **6. CHANGE CONTROL**

6.1 The Customer's Manager and the Supplier's Manager may meet at least once to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

6.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to the Supplier's charges arising from the change; and
- (c) any other impact of the change on the terms of this agreement.

6.3 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

6.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of this agreement to take account of the change.

6.5 The Supplier may charge for its time spent in assessing a request for change from the Customer on a time and materials basis in accordance with condition 10.

## **7. WARRANTY**

7.1 The Supplier warrants that, for a period of three months from performance, the Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.

7.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

7.3 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with condition 7.1, provided that:

- (a) the Customer serves a written notice on the Supplier not later than five Business Days from performance in

the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and

- (b) such notice specifies that some or all of the Services do not comply with condition 7.1 and identifies in sufficient detail the nature and extent of the defects; and
- (c) the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

7.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

7.5 Except as set out in this condition 7:

- (a) the Supplier gives no warranties and makes no representations in relation to the Services; and
- (b) shall have no liability for their failure to comply with the warranty in condition 7.1,
- (c) and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7.6 The Customer shall be entitled to exercise its rights under condition 7 notwithstanding that the Services were not rejected following any initial inspection.

## **8. ANTI-BRIBERY**

8.1 For the purposes of this condition 8 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

- (a) all of that party's personnel;
- (b) all others associated with that party; and
- (c) all of that party's subcontractors; involved in performing the Contract so comply.

8.3 Without limitation to condition 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this condition 8.

## **9. ANTI-SLAVERY**

9.1 The Customer undertakes, warrants and represents that:

- (a) neither the Customer nor any of its officers, employees, agents or subcontractors has:
  - (i) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
  - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy
- (c) its responses to the Supplier's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
- (d) it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under condition 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

9.2 Any breach of condition 9.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

## **10. CHARGES AND PAYMENT**

10.1 Condition 10.2 shall apply if the Supplier provides the Services on a time and materials basis. Condition 10.3 shall apply if the Supplier provides the Services for a fixed price. The remainder of this condition 10 shall apply in either case.

10.2 Where the Services are provided on a time and materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as amended from time to time;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

- (c) the Supplier shall be entitled to charge an overtime rate of 25% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Event outside the hours referred to in condition 10.2(b);
  - (d) all charges quoted to the Customer shall be exclusive of VAT which the Supplier shall add to its invoices at the appropriate rate;
- 10.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Booking.
- 10.4 Prices quoted will be tailored to individual requirements and will generally fall between £1 and £500,000.
- 10.5 Any fixed price and daily rate contained in the Booking, excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and
  - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 10.6 The Customer shall pay to the Supplier, in full and in cleared funds, a non-refundable deposit of 25% of the quotation on the Commencement Date.
- 10.7 The Customer shall pay to the Supplier, in full and in cleared funds, the remaining 75% of the quotation no less than 8 weeks before the Event unless otherwise agreed by the Supplier and the Customer and confirmed in writing.
- 10.8 The Customer shall pay the Supplier, in full and in cleared funds, 100% of the quotation on the Commencement Date if the Event is less than 8 weeks after the Commencement Date.
- 10.9 All costs and charges over and above the quotation shall be paid by the Customer.
- 10.10 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 6% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or

- after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
  - (b) suspend all Services until payment has been made in full.
- 10.11 Time for payment shall be of the essence of this agreement.
- 10.12 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This condition 10.12 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 10.13 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 10.14 All payments made by credit card will incur an additional charge of an amount equal to 5% of the total amount being paid.
- 10.15 The Supplier may increase the Charges at any time by giving the Customer not less than 15 days' notice in writing provided that the increase does not exceed 15% of the Charges in effect immediately prior to the increase.
- 10.16 Notwithstanding condition 10.15 above, the Supplier may increase the Charges with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 5% and which is due to any factor beyond the control of the Supplier.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Services and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 11.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If the Supplier terminates this agreement under condition 16.2 of this agreement, this licence will automatically terminate.
- 11.2 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or

licensors on such terms as will entitle the Supplier to license such rights to the Customer.

## **12. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

12.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents or sub-contractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

12.2 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 This condition 12 shall survive termination of this agreement, however arising.

## **13. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION**

13.1 This condition 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Nothing in these Conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier; or
- (c) for any other liability which cannot validly be limited or excluded by law.

13.3 Subject to condition 13.1 and condition 13.2

(a) the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13.4 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 this agreement shall be limited to the price received by the Supplier for the Services.

## **14. INDEMNITY AND INSURANCE**

14.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

14.2 During this agreement the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

- (a) public liability insurance with a limit of at least £5 million a claim; and
- (b) Employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year.

## **15. DATA PROTECTION**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference

agency, and personal data will be processed by and on behalf of the Supplier.

## **16. TERMINATION**

16.1 Subject to condition 16.5, this agreement shall terminate automatically on completion of the provision of the Services.

16.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than three months written notice or immediately on giving notice to the other if:

- (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the other party ceases, or threatens to cease, to trade all or a substantial part of its business; or
- (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16.3 Without prejudice to any other rights or remedies which the Supplier may have, the Supplier may

terminate this agreement without liability immediately on giving notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Contract on the date it falls due; or
- (b) there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).

16.4 On the Customer's termination of this agreement, the Customer shall pay;

- (a) the full amount of the quotation and any other costs and charges incurred by the Supplier if termination is on or less than 8 weeks before the Event;
- (b) 75% of the quotation and any other costs and charges incurred by the Supplier if termination is on or less than 12 weeks but more than 8 weeks before the Event;
- (c) 50% of the quotation and any other costs and charges incurred by the Supplier if termination is on or less than 16 weeks but more than 12 weeks before the Event.

16.5 On termination of this agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment and Pre-existing Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **17. FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with



any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**18. VARIATION**

Subject to condition 6, no variation of this agreement or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**19. WAIVER**

19.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

19.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

**20. SEVERANCE**

20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

20.3 The parties agree, in the circumstances referred to in condition 20.1, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

**21. STATUS OF PRE-CONTRACTUAL STATEMENTS**

Each of the parties acknowledges and agrees that, in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

**22. ASSIGNMENT**

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

**23. NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**24. RIGHTS OF THIRD PARTIES**

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

**25. NOTICES**

Notice given under this agreement shall be in writing, sent for the attention of the person, and to the address, given in this agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered personally or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery or, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 25 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

**26. GOVERNING LAW AND JURISDICTION**

26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.