

# LEACH COLOUR LIMITED

## TERMS AND CONDITIONS OF SALE (April 2013)

The following Terms and Conditions constitute the entire agreement between the parties and supersede any previous agreements, warranties, representations, undertakings or understandings between the parties and may not be varied except in Writing and duly authorised by a Director

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In these conditions ("The Terms and Conditions of Sale") unless context otherwise requires:
- "Company" shall mean Leach Colour Limited (Company number 03729135) whose registered office is at Bradley Business Park, Dyson Wood Way, Bradley, Huddersfield, HD2 1GN, United Kingdom
  - "Contract" means the contract between the Company and the Customer for the provision of Goods and Services, consisting of these conditions of sale and any terms included in the Estimate.
  - "Customer" means the person, firm or company to whom Goods and Services are to be supplied under the terms of the Contract.
  - "Delivery" means the delivery or collection of Goods or completion of Services (as applicable) and Deliver and Delivered shall be construed accordingly.
  - "Estimate" means the price or tender for Goods and Services and are based on the requested specification issued in Writing to the Company by the Customer.
  - "Goods" means goods, articles, materials, data and accompanying documentation which the Company is to supply.
  - "Installation" means the installation of the Goods at the Premises.
  - "Premises" means the premises to which the Goods are to be delivered and/or at which the Services are to be performed.
  - "Services" means the supply and/or installation of the Goods and associated services to the Customer, and shall include, but not be limited to, graphic production, printing, design, project management, interior fit out, print management, installation, woodworking, metalworking, signage production.
  - "Writing" includes fax, email, letter and comparable means of communication.
- 1.2 Any reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.3 The headings in these Conditions of Business are for convenience only and shall not affect their interpretation. A reference to a "person" means to any individual, firm body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture. Words in the singular shall include the plural and vice versa.

### 2. BASIS OF THE CONTRACT

- 2.1 The Company shall supply Goods and Services to the Customer for the price set out in the Estimate subject to the terms of the Contract and to the exclusion of all other terms and conditions which the Customer may seek to impose.
- 2.2 No Contract shall be formed until either the Company's Estimate has been accepted by the Customer, and the Company has acknowledged/confirmed the Customer's acceptance in Writing, or where the Customer submits a written order that order has been accepted by the Company in Writing.
- 2.3 No variation to the terms of the Contract shall be binding unless agreed in Writing by a Director of the Company.
- 2.4 No representations, warranties or undertakings (verbal or otherwise) made concerning the Company's Goods and Services shall be binding unless confirmed in Writing by a Director of the Company.

### 3. SPECIFICATIONS

- 3.1 Where proofs or drawings are submitted to the Customer for approval, the Company shall incur no liability for errors in those proofs which the Customer fails to identify.
- 3.2 All samples, illustrations or descriptive materials including specifications, drawings and particulars of weights/ dimensions and performance issued by the Company shall be treated as approximate only and the Company gives no warranty or representation that the Company's Goods and Services will conform to them unless otherwise agreed in Writing.
- 3.3 If Goods and Services are to be produced in accordance with the Customer's specification, the Customer warrants that it owns or is licensed, or authorised to use the intellectual property rights in that specification and indemnifies the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with; (i) any claim that the specification or the use of it infringes a third party's patent, copyright, design, trade mark or other industrial or intellectual property rights and/or (ii) any impracticality, inefficiency or lack of safety or other defect in the Goods and Services due (whether in whole or in part) to faults or omissions in information, drawings, designs, instructions, or specifications of the Customer.
- 3.5 No Contract for work may be cancelled by the Customer except with the Company's agreement in Writing.
- 3.6 Due to differences in equipment, substrates, inks and the limitations of print processes generally, a reasonable variation in colour between colour proofs and/or samples supplied for colour matching and the completed job will be deemed acceptable unless otherwise agreed in Writing.
- 3.7 If the Company is instructed by the Customer to manufacture and/or Install Goods based on measurements provided by the Customer and those measurements prove to be inaccurate, any cost incurred by the Company for remanufacturing the Goods and/or re-installing them shall be paid by the Customer in addition to the Price quoted in the Estimate.

### 4. PRICE FOR GOODS AND SERVICES

- 4.1 Unless otherwise agreed in Writing the price of Goods and Services ("the Price") shall be the price stated in the Estimate or, where no price has been stated, the Company's current listed price for such. All Prices in the Company's Estimate(s) are valid for 30 days unless withdrawn by the Company earlier.
- 4.2 Prices are based on the cost of production at the date of the Estimate and the Company reserves the right at any time before Delivery, to increase the Price to reflect; (i) any increase in those costs (such as, foreign exchange fluctuations, significant increases in labour, or materials costs), or (ii) any change in Delivery dates, quantities or specifications for the Goods and Services requested by the Customer, or (iii) any delay caused by the Customer's instructions or failure to give adequate instructions or information.
- 4.3 Unless otherwise stated by the Company in Writing, all Prices are given on an ex works basis, and where the Company agrees to deliver the Goods, the Customer shall be liable to pay Company's charges for transport, packaging and insurance.
- 4.4 Prices are exclusive of value added tax, which the Customer shall be additionally liable to pay at the applicable rate.

### 5. TERMS OF PAYMENT

- 5.1 The Company reserves the right to require payment of the Price (or part) in advance, which may be applied by the Company, at its discretion, against any invoice rendered by the Company under the Contract.
- 5.2 Credit facilities may be granted to Customers who complete the Company's Credit Account Application Form and who satisfy the Company's criteria as set out from time to time. Where facilities are granted the Company reserves the right to withdraw them at any time, without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately.
- 5.3 Where credit facilities are granted, and unless agreed otherwise in Writing, the Customer shall pay the Price (or the balance of the Price) due without any set off deduction, counterclaim, abatement or otherwise within 30 days from date of invoice.
- 5.4 For Contracts with a duration of more than one calendar month,  
5.4.1 the Company reserves the right to submit interim invoices at monthly or other intervals at the Company's discretion.

- 5.4.2 The Company reserves the right to require a mobilisation payment prior to work commencing
- 5.4.3 The Company may require payment to be made at an earlier date than that set out in 5.2 above.
- 5.4.4 The Company reserves the right to require its Goods and Services to be paid for in full prior to the commencement of Installation.
- 5.4.5 The Company may require the Customer to provide a duly authorised payment certificate to the Company in respect of each of the Company's interim and final invoices.
- 5.5 The time of payment shall be of the essence of the Contract, and payment shall not be deemed received until the Company is in receipt of cleared funds. If the Customer fails to make payment in full by the relevant due date, the Company shall, without prejudice to any other right or remedy available to it, be entitled to:
- 5.5.1 cancel the Contract or suspend any further deliveries of the Goods or performance of the Services;
- 5.5.2 immediate payment of all outstanding invoices in respect of the Goods and/or Services under any Contract notwithstanding the fact that the date for payment may not yet be due;
- 5.5.3 charge interest on the amount unpaid, at the rate of 4% above the base rate of Lloyds TSB Bank plc from time to time in force, from the date the monies fell due until payment is made in full; and
- 5.5.4 charge the Customer for any costs incurred in recovering any unpaid amount(s) (including legal costs, disbursements and bank charges).
- 5.6 The Company reserves the right to set off any monies owed by it to the Customer against those owed to it by the Customer.

## 6. DELIVERY

- 6.1 Goods shall be deemed Delivered when the Customer collects the Goods from the Company's premises after being notified that the Goods are ready for collection or, if being delivered, when the Company delivers the Goods to the Premises and the Services shall be deemed completed on notification to the Customer that the Services have been completed.
- 6.2 Any dates quoted for Delivery of Goods and Services are approximate only and the Company shall not be liable for any delays in Delivery howsoever caused. Goods and Services may be Delivered in advance of the quoted Delivery date provided the Customer is given reasonable notice.
- 6.3 Where Goods and Services are to be Delivered in instalments including to multiple addresses, each Delivery shall constitute a separate Contract and failure by the Company to Deliver any one or more of the instalments in accordance with the Conditions of Business or any claim made by the Customer in respect of any one or more instalment shall not entitle the Customer to cancel any remaining instalment(s).
- 6.4 If the Company fails to Deliver Goods and Services, other than due to a Force Majeure Event (as defined in clause 15 hereof) or the Customer's fault, its liability to the Customer shall be limited to the excess (any amount paid over and above the Price that the Customer would have paid for Goods and Services), if any, of the cost to the Customer in the cheapest available market of obtaining similar goods and/or services to replace those not Delivered. In no circumstances shall the Company be responsible for any other loss (including loss of profit) whether direct, indirect or consequential costs, damages, charges or expenses arising out of such late or non-Delivery.
- 6.5 If the Customer fails to take Delivery of Goods and Services or fails to give the Company adequate delivery instructions (otherwise than due to a cause beyond the Customer's reasonable control or the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may: (i) elect that Goods and Services be deemed Delivered; or (ii) store the Goods at the Customer's expense until actual Delivery; or (iii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess above, or charge the Customer for any shortfall below, the Price under the Contract.
- 6.6 Any defects in Goods and Services must be notified in Writing (affording the Company a reasonable opportunity to inspect the defects, failing which the notice shall be deemed to be invalid) to the Company within 7 days of Delivery of Goods and Services. Otherwise Goods and Services will be deemed to have been accepted by the Customer free of defects or faults. In any event the Customer shall be deemed to have accepted Goods and Services if the Customer uses the Goods and Services after Delivery.
- 6.7 For Goods and Services where 50 copies or fewer are required, the exact quantity ordered will be Delivered and charged for. For Goods where more than 50 copies are required, every endeavour will be made to deliver the correct quantity of Goods ordered but it shall be a term of the Contract that margins of 5 per cent are allowed for overs or shortages, the same to be charged or deducted.

## 7. RISK AND PROPERTY

- 7.1 Risk of damage or loss of Goods and Services shall pass to the Customer at the time of Delivery or, if the Customer wrongfully fails to take Delivery, at the time the Customer was notified Goods and Services were ready for, or were tendered for, Delivery.
- 7.2 Property in the Goods shall not pass to the Customer until the Company has received in cleared funds full payment of the Price for the Goods and/or Services and any other monies for work carried out for the Customer for which payment is then due to the Company.
- 7.3 Until the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company fiduciary agent and bailee, and shall keep the Goods securely stored and separate from those of the Customer and third parties and identified as the Company's property, and the Company shall (provided the Goods are still in existence and have not been resold) be entitled at any time to require the Goods to be returned or be permitted to enter the Customer's or any third party's premises to repossess the Goods. Notwithstanding the foregoing provisions, the Customer is permitted by the Company to resell or use the Goods in the ordinary course of its business prior to title passing to the Customer, provided that such sale or use could not be reasonably avoided by the Customer and that the proceeds of such resale or the benefit to the Customer of such use of the Goods is accounted for by the Customer to the Company. In such circumstances the Company shall apply the proceeds so received against any sums due to it by the Customer in respect of the Goods.

## 8. WARRANTIES AND LIABILITY

- 8.1 The Company warrants that (i) the Goods manufactured by the Company will be free from defects in material and workmanship for a period of 12 months from Delivery and (ii) the Services will be provided using reasonable skill and care.
- 8.2 The above warranty is given subject to the Company having no liability (i) for any defect in the Goods and/or Services arising from any information, drawing, design, instruction or specification supplied by the Customer, or (ii) for any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), improper installation (other than by the Company) misuse or alteration or repair of the Goods and/or Services without the Company's approval, and (iii) if the total Price for the Goods and/or Services has not been paid by the due date for payment or if the Customer is otherwise in breach of the Contract or any other contract with the Company.
- 8.3 Subject as expressly provided in the Contract, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 The Company shall not be liable to the Customer under the Contract or otherwise, for any indirect, special or consequential loss or damage (including, but not limited to, loss of business, reputation, goodwill, or for loss of profit, anticipation of savings or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply, use or resale of the Goods by the Customer, or the supply of the Services, and the entire liability of the Company under or in connection with any Contract shall not exceed 100% of the Price payable under that Contract, unless expressly provided otherwise in the relevant Contract.
- 8.5 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Contract, if the delay or failure is due to a Force Majeure Event (as defined in clause 15 hereof).
- 8.6 Notwithstanding the other provisions of clause 8, the Company may, if a defect or fault in Goods and Services has been accepted by the Company, at its discretion elect to repair and/or replace Goods and Services and if so, the repair, replacement of Goods and Services shall be the full extent of the Company's liability to the Customer under the Contract.
- 8.7 Nothing in this clause 8 shall restrict the Company's liability for death or personal injury caused by the Company's negligence or its liability for fraudulent misrepresentation.

## 9. INDEMNITY

- 9.1 The Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with any judgment of a court or tribunal of competent jurisdiction that Goods and Services infringes, or that their use or resale infringes, the intellectual property rights of any other person, save for where the infringement arises directly or indirectly as a result of, or from the use of, the Customer's Materials (as defined in clause 10 hereof), information, drawing(s), design, instruction(s), material(s), or specification, (for which the Customer shall be liable and indemnify the Company against any such claims), and provided that:
- 9.1.1 the Company is given full control and the Customer shall give the Company all reasonable assistance with any proceedings or negotiations;
  - 9.1.2 the Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld); and
  - 9.1.3 the Customer shall take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under clause 9.

## 10. MATERIALS SUPPLIED BY THE CUSTOMER

- 10.1 The Customer shall be responsible for ensuring that any computer files, artwork, drawings, sketches, specifications, instructions, descriptions or information supplied by the Customer or on its behalf in connection with the manufacture or production of Goods and Services are accurate, unambiguous and clearly legible and meet the Customer's requirements; and that substrates or other materials supplied or specified by the Customer or the resulting product of any direct input provided by or on behalf of the Customer ("Customer's Materials") are suitable. The Company may reject any Customer's Materials which are found to be unsuitable at any stage during or after production and may make an additional charge.
- 10.2 Where the Customer's Materials are supplied or specified by or on behalf of the Customer responsibility for defective Work will not be accepted by the Company unless this is due to failure to use reasonable skill and care.
- 10.3 Quantities of the Customer's Materials supplied by the Customer shall be adequate to cover normal trialling, spoilage and wastage and shall be supplied within a reasonable time prior to manufacture or production of Goods and Services.
- 10.4 The Customer's Materials are not counted, weighed or checked when received unless agreed otherwise in Writing.
- 10.5 The Customer must identify in Writing and in advance to the Company any especially valuable artwork(s), artefacts or objects (and their value) the temporary possession of which by the Company is required to produce the Goods or provide the Services whether that possession is at the Company's premises, the Customer's premises or in third party premises. It is hereby acknowledged that such artwork(s), artefacts and objects shall at all times remain at the risk of the Customer and be insured by the Customer.

## 11. STORAGE

- 11.1 The Company shall not be obliged to provide storage accommodation for the Goods, Customer's Materials, or other items except by express agreement in Writing.
- 11.2 If within one month of the Company instructing the Customer in writing to collect or arrange collection of the Customer's Materials or Goods they have not been so collected the Company may levy reasonable storage charge until collection takes place and, if the Customer's Materials or Goods have not been collected with three (3) months of such collection request the Customer shall be deemed to have instructed the Company to remove and destroy them at the Customer's expense.

## 12. TERMINATION OF CONTRACT

- 12.1 The Company may terminate if one of the following occurs or it reasonably apprehends is about to occur and notifies the Customer accordingly:
- 12.1.1 the Customer makes any voluntary arrangement with its creditors, or becomes bankrupt, or becomes subject to an administration order, or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 12.1.2 an encumbrancer takes possession of, or a receiver is appointed to manage any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business; or
  - 12.1.3 the Customer is in breach of the provisions of the Contract and fails to remedy the same (if capable of remedy) within 7 days of the Company notifying the Customer of such breach.
- 12.2 If this clause 12 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract and/or suspend any further deliveries without any liability to the Customer, and if the Price has not been paid, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13. LIEN

Without prejudice to other remedies whether under the Contract or otherwise, the Company shall, in respect of all debts due from the Customer whether under the Contract or otherwise and whether or not due for payment have a lien on all goods and property in its possession belonging to the Customer (whether worked on or not) and whether or not in the possession of the Company under the Contract and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts.

## 14. ILLEGAL MATTER

- 14.1 The Company shall not be required, and may cancel or reject any order received from or Contract made with the Customer, to print any matter which in its sole opinion is or may be of an illegal or defamatory nature or an infringement of any third party rights, including but not limited to copyright, patent, registered designs, design rights, trade or service marks the use of data contained in computer files and any other industrial or intellectual property.
- 14.2 The Customer shall indemnify and hold harmless the Company from and against all actions, proceedings, loss, damages, costs (including labour and material costs), claims, demands and expenses (including all reasonable legal expenses) whatsoever suffered or incurred by the Company by reason of the Customer's Material or Goods and Services containing any matter of a defamatory nature or being an infringement of any third party's Intellectual Property Rights or in connection with any cancellation or rejection of an order by the Company pursuant to clause 14.1 hereof.
- 14.3 The Company shall be entitled to refuse to produce Goods and Services which contravene the Data Protection Act 1998 and any associated legislation or which in its opinion is contrary to that Act or associated legislation or contrary to the British Code of Advertising Practice, the British Code of Sales Promotion Practice, the British Code of Advertising Rules on Direct Marketing or the ICSTIC Code of Practice

## 15. FORCE MAJEURE

The Company shall not be in breach of the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by an act of God, fire, flood, drought, power failure, reduction in power supplied, mechanical failure, lack or shortage of materials (not being due to the wilful default of the Company), war, legislation, civil commotion, insurrection, embargo, strike, lockout, industrial dispute or any other event beyond the Company's control. If the Company is unable to perform its obligations under the Contract as a direct result of the effect of one of such reasons, the Company shall give notice in Writing to the Customer of such inability stating the reason in question. The operation of the Contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the Company shall give advice in Writing to the Customer of this fact. If the reason continues for a period of more than 90 days the Customer may by notice in Writing to the Company terminate the Contract and pay for Work done and materials used, but subject thereto shall accept delivery when available.

## 16. CONSTRUCTION OF CONTRACT

- 16.1 The Company may subcontract the Contract or any part of it to any person, firm or company provided that any act or omission of any such sub-contractor shall be deemed to be the act or omission of the Company and may also assign or novate the Contract to any subsidiary (as defined in Section 1162 of the Companies Act 2006). The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 16.2 Any notice required or permitted to be given by either party to the other under these Conditions of Business Sale shall be in Writing addressed to that other party at its registered office or such other address as may have been notified pursuant to this provision.
- 16.3 If any provision of these Conditions of Business Sale are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Business and the remainder of the provision in question shall not be affected.
- 16.4 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights and any waiver by the Company of any breach or default by the Customer will not be deemed a waiver of any subsequent breach or default by the Customer and will in no way affect the other terms of the Contract.

## 17. DESIGN RIGHTS AND COPYRIGHT

- 17.1 Where the Company shall have designed any items ("the Design") for the Customer including, but not limited to, graphic displays and units, interior fit out schemes, exterior graphic or signage schemes, exhibition stands, printed matter and corporate interior design, the Company shall retain its copyright and all rights in the Design unless agreed in Writing by a duly authorised representative of the Company to the contrary. The Company grants a non-exclusive licence to the Customer on the terms set out in this clause 17 to use such Design in connection with the Contract only, such licence to take effect conditional on receipt by the Company of payment in full for Goods and Services and all other sums owed to the Company. If any such payment is overdue at any time the Company may, by notice in Writing, withdraw its licence to use the Design.
- 17.2 The Customer shall not have the right, without the prior consent in Writing of the Company (i) to reproduce or authorise others to reproduce such Design, (ii) to make, let or permit the making of copies of any Design, (iii) to sell, lease or hire the Design, nor (v) to modify the Design, except, in each case, to the extent (if any) provided in the specification or as agreed in Writing by the Company.
- 17.3 The Company reserves the right to use any knowledge and right acquired in developing the Design to market and license other products derived therefrom provided that such rights shall not include the right to reproduce the items or any Customer's Materials.

## 18. INSTALLATION OF INTERIOR OR EXTERIOR GRAPHIC, SIGNAGE OR FIT-OUT SCHEMES AND ALL OTHER WORK AT CUSTOMER'S OR THIRD PARTY PREMISES

- 18.1 Where Installation is required, the Company shall install the Goods in accordance with this clause 18 and the Contract generally.
- 18.2 the Company shall not be responsible for any delay in Installation directly or indirectly arising out of the acts or omissions of the Customer (including any employee, agent or contractor of the Customer) or any third party.
- 18.2.1 The Company may charge extra to the Estimate where Installation is delayed or complicated by the Premises not being ready, by access being significantly more difficult than advised at the time of Estimate, or by the requirements of 18.3 not being provided in such a way that the Company's costs increase.
- 18.3 The Customer shall:
- 18.3.1 obtain all necessary licences, consents, or approvals etc required from any governmental, local authority or other relevant third party and to continue to meet those requirements and maintain their approval in respect of the Installation and, if such approval or consent is amended or ends, notify the Company immediately;
- 18.3.2 provide any information the Company may reasonably require in connection with the Customer, the Premises, the Installation to enable the Company to perform the Installation and inform the Company without delay if such information changes;
- 18.3.3 give the Company access to the Premises so as it may perform the Installation and provide such assistance as may be reasonably requested promptly and without cost to the Company. The Customer shall move any materials, and other objects obstructing or preventing Installation;
- 18.3.4 ensure the Premises and any equipment provided are safe and without risk for the Company's employees and agents and alert the Company to the location of any concealed pipes and wires and any other known risks and hazardous materials on the Premises which may affect the Installation;
- 18.3.5 operate the Goods according to the requirements of the specification, operating instructions, user handbooks (if any) issued from time to time;
- 18.3.6 be responsible for and compensate the Company for all liabilities, claims, losses or expenses due to the Goods not being used in accordance with the specification, operating instructions, or user handbooks, or as a result of the Goods being connected to equipment /devices not supplied by the Company; 18.3.7 inform the Company at once of any defect or fault in the Goods; or if they have been tampered with, damaged or stolen or if the Goods are or have been subjected to any unusual operating or environmental conditions; and
- 18.3.8 ensure that the Company's staff and contractors have adequate welfare facilities (toilet and washing facilities).
- 18.4 Where the Foreign and Commonwealth Office advises against travel in or to the country or region in which the Installation site is located then the Company shall be entitled to postpone the commencement of the Installation or place the Installation on immediate hold and withdraw its installers until such time as the travel advice is lifted without being deemed to be in breach of contract.

## 19. GENERAL

- 19.1 The Contract and any documents referred to in it constitute the entire agreement between the parties.
- 19.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 19.3 Where the Customer is a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) the statutory rights of that Customer shall not be affected by the provisions in these Conditions of Business.

## 20. LAW & POLICIES

- 20.1 The terms of the Contract shall be governed and construed in accordance with the Laws of England and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts.