

UNIVERSAL BUSINESS INSTALLATIONS LIMITED

TERMS AND CONDITIONS OF REMOVAL AND INSTALLATION

AGREED TERMS

1.	INTERPRETATION	3.2	Subject to condition 14, the Services supplied under the Contract shall continue to be supplied until completion of the Services in line with the quotation.
1.1	The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions). 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. 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. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). Deliverables: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts). Document: includes, without limitation, 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. Installation Goods: all Documents, information and materials provided by the Customer relating to the Services including the materials specified in the Customers Purchaser Order 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 the Contract including computer programs, data, reports and specifications. Services: the services to be provided by the Supplier under the Contract as set out in the quotation together with any other services which the Supplier provides, or agrees to provide, to the Customer. Supplier: Universal Business Installations Limited, company number 03480916, registered office, Unit 11 Colville Court, Winwick Quay, Warrington, Cheshire, WA2 8QT. 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. VAT: value added tax chargeable under English law for the time being and any similar additional tax.	3.3	The Supplier reserves the right to amend the services if necessary to comply with any applicable law or regulatory requirement and the Supplier shall notify the Customer in any such event.
		4.	EXCLUDED WORK
		4.1	The following work will not be included in the Services; (a) Packing or unpacking of goods before and after removal in relation to removal services supplied, unless agreed in writing within the quotation by the Supplier. (b) Any disconnection, packing for transit or connection of electrical apparatus. (c) Any removal, laying or fitting of floor coverings, curtains or blinds, unless agreed in writing within the quotation by the Supplier.
		4.2	The above additional services may be requested from the Supplier for which an additional charge will be made if agreed by the Supplier.
		5.	SUPPLIER'S OBLIGATIONS
		5.1	The Supplier shall use reasonable endeavours to manage and provide the Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the quotation.
		5.2	Time shall not be of the essence for performance of the Services.
		5.3	The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under condition 6.1(g), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
		5.4	The Supplier reserves the right to sub-contract all or part of the Services.
		6.	CUSTOMER'S OBLIGATIONS
		6.1	The Customer shall: (a) co-operate with the Supplier in all matters relating to the Services; (b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with full and safe access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier including clear floors and a working lift; (c) ensure the goods required to be installed are delivered to the Supplier on the estimated date of delivery and provide full delivery instructions; (d) provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may require and ensure that it is accurate in all material respects; (e) notify the Supplier of any special handling requirements in respect of any goods. (f) 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 the Customer's obligations and actions under this condition 6.1(f); (g) 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; (h) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements; (i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material 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; (j) keep, maintain and insure the Supplier's Equipment in good condition and in accordance with the Supplier's instructions as notified from time to time, and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and (k) the Customer acknowledges the charges contained in the quotation have been based on the assumption that the above sub-clauses will be complied with and failure to comply may result in increased charges to the Customer. (l) the Customer must declare the full value of the items to be moved to the Supplier upon receipt of a quotation for the provision of Services.
		6.2	If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission or negligence fraud or the provision of defective equipment by the Customer, its agents, subcontractors, consultants 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.
		6.3	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, without limitation, 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 the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
		6.4	The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services or termination of the Contract, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
		6.5	Any consent given by the Supplier in accordance with condition 6.4 shall be subject to the Customer paying to the Supplier a sum equivalent to 10% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 10% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.
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 other Document supplied by the Customer, or implied by trade custom, practice or course of dealing.		
2.2	The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer 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 the 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 the Contract.		
2.3	Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. 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 the Contract shall be provided by the Supplier to the Customer from the date specified in the quotation.		

6.6	The Customer will ensure an individual authorised to act as its agent is available on-site throughout the provision of the Services. Details of the individual will be provided to the Supplier prior to the commencement of the Contract. The named individual will be authorised to give instructions to the Supplier on site in respect of the Services and any variation to the Services provided. It is agreed that the Supplier may accept instructions directly from the agent without reference to the Customer, instructions from the agent shall be deemed to be instructions from the Customer itself.	10.	INTELLECTUAL PROPERTY RIGHTS
7.	CHARGES AND PAYMENT	10.1	As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 10.2, 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 Deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.
7.1	In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as agreed in the quotation provided by the Supplier or as set out in the Suppliers current rate schedule as amended from time to time. The quotation shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 7.2 shall apply if the Supplier provides Services on a time and materials basis. Condition 7.3 shall apply if the Supplier provides Services for a fixed price. The remainder of this condition 7 shall apply in either case.	10.2	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.
7.2	Where Services are provided on a time and materials basis:	11.	CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY
(a)	the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, which will be amended from time to time by the Supplier in accordance with condition 7.5;	11.1	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, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
(b)	the Supplier shall be entitled to charge an overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside normal working hours.	11.2	The Customer may disclose such information:
(c)	all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;	(a)	to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
(d)	the Supplier shall invoice the Customer upon completion of the Services for its charges for time, expenses and materials (together with VAT where appropriate)	(b)	as may be required by law, court order or any governmental or regulatory authority.
7.3	Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the quotation. The total price shall be paid to the Supplier (without deduction or set-off) in instalments, as set out in the quotation. At the end of a period specified in the quotation, the Supplier shall invoice the Customer for the charges that are then payable.	11.3	The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 11.
7.4	If the Customer wishes to cancel the Contract the Customer shall be liable for the following costs by way of liquidated damages. The parties confirm that these sums represent a genuine pre-estimate of the loss the Supplier would suffer in the event of cancellation:	11.4	The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.
(a)	Cancellation by the Customer 48 hours up to the commencement date – 75% of the total charges payable.	11.5	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.
7.5	The parties agree that the Supplier may review and increase its standard daily fee rates and charges, provided that such charges cannot be increased more than once in any 6 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase.	12.	LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION
7.6	The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt or as agreed otherwise and without any deduction, set-off or counterclaim to a bank account nominated in writing by the Supplier.	12.1	This condition 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
7.7	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)	any breach of the Contract;
(a)	charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Natwest Bank accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and	(b)	any use made by the Customer of the Services, the Deliverables or any part of them; and
(b)	suspend all Services until payment has been made in full.	(c)	any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
7.8	Time for payment shall be of the essence of the Contract. If the Customer fails to make a payment on the due date then, without prejudice to any other right or remedy available to the Company, the Supplier may terminate the Contract or suspend any further Services for or on behalf of the Customer.	12.2	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
7.9	All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 7.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.	12.3	Nothing in these Conditions limits or excludes the liability of the Supplier:
7.10	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.	(a)	for death or personal injury resulting from negligence; or
8.	STORAGE OF GOODS	(b)	for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
8.1	The Supplier may agree to arrange for storage of the goods to be installed or being removed at the request of the Customer. Storage charges will be invoiced on a weekly basis at the rates specified in your quotation. In the event the Customer removes the goods from storage prior to the expiration of a weekly storage period charge will be made for a part thereof.	12.4	Subject to condition 12.2 and condition 12.3
8.2	All charges relating to Storage must be paid by way of cleared funds prior to goods being released to the Customer.	(a)	the Supplier shall not be liable for:
8.3	Goods being stored within the Suppliers premises will be charged for at a rate specified in the Supplier's price list as amended from time to time in accordance with the Supplier's current rate schedule as amended from time to time in accordance with condition 7.5, or as otherwise agreed with the Customer within the quotation.	(i)	loss of profits; or
8.4	The Supplier will charge for goods being stored at the rates specified in your quotation.	(ii)	depletion of goodwill and/or similar losses; or
8.5	Goods will be at the risk of the Customer whilst being stored by the Supplier and the Customer shall ensure they have the appropriate insurance in place.	(iii)	loss of goods; or
8.6	The Supplier shall have no liability in respect of goods received on behalf of the Customer by way of third party deliveries or couriers.	(iv)	loss of contract; or
8.7	In relation to goods received by the Supplier on behalf of the Customer the Supplier shall make reasonable efforts to check the goods within 24 hours of receipt and notify the Customer of any obvious damage but time shall not be of the essence and the Supplier accepts no liability for latent damage.	(v)	loss of use; or
8.8	Goods received by the Supplier and shipped overseas will be insured by the Supplier on standard RHA rates.	(vi)	any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
9.	CRATE HIRE	(b)	the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.
9.1	Unless agreed otherwise all crates and equipment required for the provision of the Services will be hired from the Supplier.	12.5	In the event the Customer intends to pursue a claim against the Supplier unless notification is given to the Supplier in writing no later than 7 days after the event which the Customer became or sought reasonably to have become aware gives rise to a claim occurs. The Supplier will not be liable for claims notified outside of this period.
9.2	Hire of equipment will be included within the quotation for the provision of specified services/time scales. After the specified date of hire period, charges will be made in accordance with the standard rates set out in the quotation. Extended hire, extra deliveries or collections will be charged for at the specified rate. Lost crates will also be charged for at the appropriate rate, or a price for purchase of the crates provided to the Customer made available on request.	12.6	This clause 12 shall survive the termination of the Contract.
9.3	The Customer will indemnify the Supplier against any loss or damage to the equipment.	13.	DATA PROTECTION
10.	INTELLECTUAL PROPERTY RIGHTS	13.1	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 13, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
11.	CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY	13.2	The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
11.1	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, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.	13.3	Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
11.2	The Customer may disclose such information:	13.4	Without prejudice to the generality of clause 13.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
(a)	to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and	(a)	ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal
(b)	as may be required by law, court order or any governmental or regulatory authority.		

	data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);	15.2	The Supplier may give the Customer 30 days written notice requiring all monies owed by the Customer to be paid and/or requiring removal of all goods from the Suppliers possession. If the Customer does not remove the goods within 30 days written notice the Supplier will be entitled to sell or otherwise dispose of the goods without further notice. The proceeds of sale will be used to discharge sums owing to the Supplier or paid on the Customer's behalf and any expenses incurred in the sale. Any surplus will be paid to the Customer without interest.
	(b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and	16.	FORCEMAJEURE
	(c) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:		The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, error act omission misstatement or misrepresentation by the Customer or other owner of goods or by servants or agents of either of them, omissions or accidents beyond its reasonable control, including (without limitation) 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, mechanical derangement, act of God, war, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, wastage in bulk or weight, latent defect, or inherent defect, vice or natural deterioration of the goods, malicious damage, compliance with any law or governmental order, seizure or forfeiture under the legal process, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
	(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;	17.	VARIATION
	(ii) the data subject has enforceable rights and effective legal remedies;	17.1	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. The Supplier may, from time to time and subject to Customer's prior consent, which shall not be unreasonably withheld or delayed change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 2 working days notice of any change. Changes may also be implemented in accordance with condition 6.6.
	(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and		Subject to condition 17.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties, subject to condition 6.6 where variations will not require both parties consent in writing provided instructions are given by an agent of the Customer and approved by the Supplier.
	(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.	18.	WAIVER
14. TERMINATION		18.1	A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
14.1	Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:	18.2	Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
	(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or	19.	SEVERANCE
	(b) the other party commits a material breach of any of the terms of the Contract 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	19.1	If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
	(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or	19.2	If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
	(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986] or (being a partnership) has any partner to whom any of the foregoing apply; or	20.	DISPUTE RESOLUTION
	(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or	20.1	If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
	(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	20.2	The mediation will start not later than 30 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
	(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or	21.	ENTIRE AGREEMENT
	(h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or	21.1	The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
	(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or	21.2	Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.
	(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or	21.3	Nothing in this condition shall limit or exclude any liability for fraud.
	(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.1(d) to condition 14.1(j)condition 14.1(h) (inclusive); or	22.	ASSIGNMENT
	(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or	22.1	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
	(m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).	22.2	The Supplier may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
14.2	The parties acknowledge and agree that any breach of conditions 6 and 7.7. shall constitute a material breach for the purposes of this condition 14.	22.3	Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.
14.3	On termination of the Contract for any reason:	23.	NO PARTNERSHIP OR AGENCY
	(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;		Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
	(b) the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. 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	24.	RIGHTS OF THIRD PARTIES
	(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.		Unless it expressly states otherwise this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
14.4	On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:	25.	NOTICES
	(a) condition 6.4;	25.1	Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified by the relevant party by notice in writing to the other party.
	(b) condition 10;		
	(c) condition 11;		
	(d) condition 12;		
	(e) condition 14; and		
	(f) condition 26.		
15. LIEN			
15.1	The Supplier will take a general lien over all goods held in the Supplier's possession for all monies owed by the Customer under this Contract and payments made by the Supplier on the Customer's behalf.		

- 25.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in Schedule 2 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 25.3 This condition 25 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 25.4 A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.
26. **GOVERNING LAW AND JURISDICTION**
- 26.1 The Contract, 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 law 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, the Contract or its subject matter.