

1. INTERPRETATION

1.1 Definitions. The following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 17.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form **OR** in the Customer's written acceptance of the Supplier's quotation.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.

Supplier: Stovesonline Ltd (registered in England and Wales with company number 04636920). Address details:-

Website: www.stovesonline.co.uk

Email: info@stovesonline.co.uk

Telephone: 0845 226 5754 (this is a local rate number)

VAT number: 801261871

Address: Stovesonline
Capton
Dartmouth
Devon
TQ6 0JE

1.2 Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.

- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Supplier will send an acknowledgement of any payment received for goods or services detailing the goods or service to be provided. It is the Customer's responsibility to ensure that the description of the goods and services corresponds exactly with what the customer believes they have ordered and what is described on the acknowledgement then it is the responsibility of the Customer to inform the supplier before the goods are dispatched.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.5 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 28 Business Days from its date of issue.

3. GOODS

- 3.1 The Goods are described on the Supplier's website.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1 WHERE WILL THE GOODS BE DELIVERED

The delivery driver will (as far as possible) deliver to the Customers door. The delivery driver will not help the Customer inside with the goods. If a driver is particularly helpful and the Customer persuades them to help the Customer take the goods inside, then the Customer does so at their own risk. Any damages occasioned by the goods being brought into the Customers house are the responsibility of the Customer not of the delivery company or the supplier.

If the conditions at the point of delivery do not permit the delivery firm to bring the goods up to the house then it is necessary for the Customer to inform the Supplier beforehand or to make arrangements for the goods to be moved to a safe storage place after the delivery has been made.

If the Customer has a gravel driveway or narrow access then the driver is unlikely to be able to take the goods right up to the Customers house – this applies especially to large orders delivered on a pallet such as a stove delivery or a large flue order. If this is the case please let the Supplier know and the

Supplier can arrange for a small delivery vehicle to deliver to the Customer (at extra cost), or make arrangements to get the goods from a place where the delivery driver can reasonably deliver them to the Customers house. If in doubt contact the Supplier before delivery is arranged.

4.2 RE-DELIVERY CHARGES

If a pallet has to be redelivered because there is no one to accept the delivery of the pallet on the arranged date then a redelivery charge may be due. The Supplier will contact the Customer if this is the case.

4.3 WHAT IF THE DELIVERY IS LATE

Delays whilst in transit are possible and are out of the Suppliers control. It is up to the Customer to inform the Supplier if the order has not arrived. For this reason it is recommended that the Customer ensures that they are in possession of all the goods first before booking installers/builders.

The Supplier is not liable for any costs incurred by the Customer as a result of a delivery being lost or late.

4.4 COSTS INCURRED BY YOU

The Supplier is not liable for any costs incurred by Customer or any loss of earnings. For example if a delivery is late and the Customer has to re-book an installer then the Supplier is not liable for any extra charges that installer may charge you. Neither is the Supplier liable for any loss of earnings as a result of the Customer taking time off work to accept a delivery even if it has been delayed.

4.5 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials

available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

- 4.6 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.7 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.10 If the Customer fails to take **OR** accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken **OR**

accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.12 DELIVERY OF YOUR ORDER

Delivery to mainland UK is either done by big truck delivery on a pallet if the order is large, or by courier delivery in a smaller van if the order is smaller. Delivery is usually within 7 days of ordering depending on the location and type of delivery. Deliveries to the Highlands and Islands can take a bit longer. If some items have to be ordered into stock for you the supplier would then send them out to you once they are received by them.

4.13 DAMAGE IN TRANSIT TO YOU

When the customer receives their order it is their responsibility to carefully check the order when it arrives, removing the packaging if necessary to be certain that the goods have arrived in good condition. Only once the customer is fully satisfied that the goods are undamaged should it be signed for as having been received in good condition. If the customer is in any doubt, or is not given sufficient time to check the goods fully, then it must be signed for as damaged. If the goods are found to be damaged in any way then the delivery must be signed for as damaged and the supplier informed immediately.

The customer has up to 3 days from receiving the order to let the supplier know if something was damaged. Within that 3 day period, the supplier will replace or repair free of charge any items that were damaged at the complete discretion of the supplier.

4.14 LOST IN TRANSIT

If goods are lost in transit then the customer must let the supplier know as soon as possible. The supplier will then track the delivery and if it cannot be found the supplier will send out replacements free of charge. If the goods have been lost in transit then the customer has the right to cancel the order. This must be informed in writing to the supplier.

5. CANCELLING AN ORDER

The customer can return any goods to the supplier within 14 days of receiving the goods. The only exception to this rule is flue liner (where the liner has been cut to length from a roll) and custom made flue parts that the supplier has had made for the customer specially. If the customer cancels the order then it is up to the customer to return the goods to the supplier and bear the cost of the return – the supplier can of course make some suggestions as to carriers that the customer might choose to use. While the customer has the goods and while they are in transit, it is the customers responsibility to take reasonable care of them. If the goods arrive back to the supplier damaged then this will be taken into account. For this reason the supplier recommends that the customer ensures that the goods are sufficiently packed and insured for their return journey to them.

Where the customer is cancelling and returning the whole order to the supplier, the customer must contact the supplier to notify them of their intention to cancel an order. The supplier will also refund the cost of the original delivery to the customer (but not the cost of the delivery back to them). If a product is returned used or damaged then the supplier will reduce the amount of the refund in proportion to the diminished value.

6. QUALITY

6.1 The Supplier warrants that on delivery, and for a period of 6 months from the date of delivery (**warranty period**), the Goods shall:

- (a) conform with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier.

6.2 Subject to clause , if:

- (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause ;

- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

Where it is clear that the parts were faulty when you received them, we will send replacements or repair the item free of charge as soon as possible. This is in addition to the manufacturer's guarantee/warranty. Damage in transit is not the same as faulty goods.

6.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause ;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description **OR** the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause .

6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. REFUNDS

The supplier will refund the customer for a cancelled order within 14 days of the order being returned. The supplier may refund straight back to the credit/debit card that was used to pay for the order or by cheque sent by first class post.

The supplier cannot return deposits on non-stock items which have been ordered in especially for the customer.

8. TITLE AND RISK

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

8.4 If before title to the Goods passes to the Customer the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. **INCORRECT PARTS SENT**

9.1 If incorrect parts have been sent then the customer must inform the supplier within 3 days of receiving the parts and the supplier will send replacement parts free of charge as soon as possible. The supplier will usually arrange collection of the incorrect parts at the same time. Sometimes the supplier may ask if the customer would be willing to send the incorrect parts back to them in which case they would refund the cost of sending those parts back to them to the customer as well.

9.2 Any installation design, plumbing or flue design offered by the supplier is provided for guidance only. Every installation is different and it is the responsibility of the installer or heating engineer doing the installation to ensure that the installation is designed correctly, that the correct components are used and to ensure the correct working and safety of the installation.

10. **OUT OF STOCK ITEMS**

If goods are out of stock then the supplier will let the customer know as soon as possible. Often the supplier can arrange to have the missing item sent out as soon as it comes into stock or the customer may wish to have the whole order sent a little later but complete. The supplier can also sometimes arrange for the substitute items to be sent out as long as the customer agrees to that.

If the customer would like to cancel their order because goods are out of stock then the customer can do so. Please see terms for cancelling orders.

11. PRICE AND PAYMENT

- 11.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 11.2 The Supplier may, by giving notice to the Customer at any time up to 1 Business Day before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 11.3 All prices shown on our website include VAT. Although the supplier makes every effort to keep the price information up-to-date on the website, mistakes are possible. Where a price has been incorrectly shown the supplier will let the customer know as soon as possible.
- 11.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery, if they have not already done so before.
- 11.6 The Customer shall pay the invoice by either credit/debit card over the phone, by cheque or by bank transfer. The details of payment will be set out on the invoice. The customer will need to contact the supplier to arrange a bank transfer. Time of payment is of the essence.
- 11.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 11.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or

withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

12. YOUR DETAILS

The supplier holds information such as your name and address. This is necessary for their accounts and to easily look up the order details or contact the customer. The suppliers do not hold data that they do not need and the suppliers do not store any credit card details. The supplier has security policies in place in case of unauthorised data access attempts. The supplier does not sell or give information out to any third party.

13. RESPONSIBILITY FOR THE LEGALITY OF YOUR INSTALLATION

Chimney installations come under building control and as such the customer needs to notify the customers Local Authority of the works. If the customer uses a competent person to install then their registration body can do this for the customer. If the customers are self-installing or getting a tradesman to do the work for them then they will need to notify, pay any fees, and have the installation inspected as needed by a Building Control Officer.

In some areas other rules apply, for example if the customers house is listed then the customer will need listed building consent. Again it is the customers responsibility to ensure that they are meeting the necessary rules and regulations that are in force.

Chimney, stove installation and whole heating system designs which the supplier may provide are for general guidance only and the supplier does not accept any liability for them. There are many alternative, and legitimate, configurations for all of these and the eventual design chosen is for the qualified installer to determine and ensure that the system meets both the needs of the occupier and any legislation which may apply. The supplier is of course happy to work together with your installer to help to develop a particular design.

It is also the customers responsibility to ensure that they tell the supplier if they live in a smoke control area. In a smoke control area the customer can only burn wood on a Defra Exempt stove. Customers can check to see if they live in a smoke control area by contacting their Local Authority. There is also further information on the www.uksmokecontrolareas.co.uk website.

This is not intended to be an exhaustive list and the customers are advised to seek independent advice.

14. TERMINATION

14.1 If the Customer becomes subject to any of the events listed in clause 6.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

14.2 For the purposes of clause 6.3, the relevant events are:

- (a) the Customer 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) 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;
- (b) the Customer 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 (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer 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;

- (f) (being a company) 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 Customer;
- (g) (being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause to clause (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. USE OF OUR WEBSITE AND THE INFORMATION ON IT

If the customer continues to browse and use the suppliers website they are agreeing to comply with and be bound by the following enclosed terms and conditions of use, which together with our [privacy policy](#) govern the suppliers relationship with the customer in relation to this website.

16. LIMITATION OF LIABILITY

16.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

16.2 (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 5% of the price of the Goods.

17. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

18. GENERAL

18.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

18.2 NOTICES

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Definitions; if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 SEVERANCE

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 18.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 18.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).