

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, , know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;
Customer	means the person who purchases the Deliverables from the Supplier and whose details are set out in the Order;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time;
Deliverables	means the Goods or Services or both as the case may be;
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none">(a) whether registered or not(b) including any applications to protect or register such rights(c) including all renewals and extensions of such rights or applications(d) whether vested, contingent or future(e) to which the relevant party is or may be entitled, and(f) in whichever part of the world existing;
Location	means the address for delivery of the Goods and performance of the Services as set out in the Order;
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
Order	means the Customer's order for the Deliverables in substantially the same form as set out in the Customer's order form;
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Price	has the meaning given in clause 3.1;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer;
Specification	means the description or specification of the Deliverables set out or referred to in the Order;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means Austin Interiors Limited (CRN: 11213044) under the trading style Future Blinds UK of 726 Bolton Road, Swinton, Manchester M27 6EW;

Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

- 1.2 In these Conditions, unless the context otherwise requires:
- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);
 - 1.2.10 without prejudice to the provisions of clause 16, a reference to legislation is a reference to that legislation as in force at the date of the Contract;
 - 1.2.11 any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force; and
 - 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 10 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
- 2.7.2 the Supplier delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3 Price

- 3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (**Price**).
- 3.2 The Prices are exclusive of fast track delivery.
- 3.3 The Supplier may increase the Prices at any time by giving the Customer not less than 5 Business Days' notice in writing provided that the increase does not exceed 15% of the Prices in effect immediately prior to the increase.
- 3.4 Notwithstanding clause 3.3, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which exceeds 15% and which is due to any factor beyond the control of the Supplier.

4 Payment

- 4.1 A non refundable deposit of 50% of the total cost of the Order is to be paid on the date of this contract or such other date or dates as the Supplier may, in his absolute, discretion decide..
- 4.2 The Supplier shall invoice the Customer for the Deliverables on the date of delivery and fitting of the Deliverables.
- 4.3 The Customer shall pay the amount owed on the invoice within 24 hours of receipt of the invoice to the bank account nominated by the Supplier.
- 4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Bank of England from time to time in force, and

4.4.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Delivery and performance

5.1 The Goods shall be delivered by the Supplier to the Location on the date specified in the Order. The Goods shall be deemed delivered by the Supplier only on arrival of the Goods at the Location.

The Services shall be performed by the Supplier at the Location on the date specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.

5.2 The Supplier may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.3 The Customer will supply the Supplier with such information, rights of access, and mains electricity that may reasonably be required in order to deliver the goods and perform the services.

5.4 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.

5.5 The Supplier shall not be liable for any delay in or failure of performance caused by:

5.5.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for the Deliverables or (iii) provide the Supplier with adequate instructions for performance or delivery or otherwise relating to the Deliverables;

5.5.2 Force Majeure.

6 Risk

Risk in the Goods shall pass to the Customer on delivery.

7 Title

7.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

7.2 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods as bailee for the Supplier. If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 18.1.1 to 18.1.4 or 18.2.1 to 18.2.11, the Supplier may:

7.2.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

7.2.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

8 Customer's Obligations

8.1 The Customer shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

- (d) provide the Supplier clear access with no obstruction that could hinder the Supplier's performance under this contract or when installing the goods at the Customer's premises. It is a condition of these terms that the area in which the works are to be carried out is cleared of without limitation: plants furniture and breakable items.
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

9 Installation and services of the goods

- 9.1 The Customer shall inspect the goods and any installation services on the day the work is carried out.
- 9.2 The Supplier does not offer a call back as part of their services and the Customer should raise any problems on the day the work is completed.
- 9.3 Relevant laws and legislative and regulatory requirements have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These laws, legislation and regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting the Customer refuses to have such a safety device fitted, then the Supplier will be unable to install the goods the Customer has ordered. In such circumstances the Customer will remain liable for the full cost of the goods ordered and the Customer agrees that they will not treat the Supplier's refusal to install the goods as a fundamental breach of the contract and the Customer will remain bound under the contract to take delivery of the goods. For the avoidance of doubt, the Supplier considers this clause 10.3 to be reasonable in all circumstances given the current legal, legislative and regulatory requirements. This will not affect the Customer's legal rights as a consumer in relation to any products that are faulty.
- 9.4 In the event that the Customer refuses to have the safety device fitted and the goods remain with the Customer, the Supplier will not be responsible for any damage to the goods caused as a result of the Customer or any third party attempting to install the goods.
- 9.5 If on the delivery and installation of the goods, it is found that the window recess is no longer the same dimensions as when the order was taken and so the Supplier is unable to install the goods, the Customer will remain liable for the full costs of the goods ordered and the Customer agrees that they will not treat the Supplier's refusal to install the goods as a fundamental breach of the contract. The Customer will remain bound under the contract to take delivery of the goods.

10 Warranty

- 10.1 The Supplier warrants that, for a period of 6 months from delivery (the **Warranty Period**), the Deliverables shall:
 - 10.1.1 conform in all material respects to any sample, their description and to the Specification;
 - 10.1.2 be free from material defects in design, material and workmanship;
 - 10.1.3 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 10.1.4 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
 - 10.1.5 Any additional warranties described in the specification document are manufacturer's warranty only. Your rights are not affected.
- 10.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

- 10.3 The Supplier shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 10, provided that the Customer:
- 10.3.1 serves a written notice on Supplier not later than 5 Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
 - 10.3.2 such notice specifies that some or all of the Deliverables do not comply with clause 10.1 and identifying in sufficient detail the nature and extent of the defects; and
 - 10.3.3 gives the Supplier a reasonable opportunity to examine the claim of the defective Deliverables.
- 10.4 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.
- 10.5 Except as set out in this clause 10:
- 10.5.1 the Supplier gives no warranty and makes no representations in relation to the Deliverables; and
 - 10.5.2 shall have no liability for their failure to comply with the warranty in clause 10.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

11 Anti-bribery

- 11.1 For the purposes of this clause 11 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 11.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 11.2.1 all of that party's personnel;
 - 11.2.2 all others associated with that party; and
 - 11.2.3 all of that party's subcontractors;
- involved in performing the Contract so comply.
- 11.3 Without limitation to clause 11.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 11.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 11.

12 Anti-slavery

- 12.1 The Customer undertakes, warrants and represents that:
- 12.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

12.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

12.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 12.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

12.2 Any breach of clause 12.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

13 Indemnity and insurance

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

13.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

14 Limitation of liability

14.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.

14.2 Subject to clauses 14.5 and 14.6, the Supplier's total liability shall not exceed the price of the products.

14.3 Subject to clauses 14.5 and 14.6, the Supplier shall not be liable for consequential, indirect or special losses.

14.4 Subject to clauses 14.5 and 14.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

14.4.1 loss of profit;

14.4.2 loss or corruption of data;

14.4.3 loss of use;

14.4.4 loss of production;

14.4.5 loss of contract;

14.4.6 loss of opportunity;

14.4.7 loss of savings, discount or rebate (whether actual or anticipated);

14.4.8 harm to reputation or loss of goodwill.

14.5 The limitations of liability set out in clauses 14.2 to 14.4 shall not apply in respect of any indemnities given by either party under the Contract.

14.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

14.6.1 death or personal injury caused by negligence;

14.6.2 fraud or fraudulent misrepresentation;

14.6.3 any other losses which cannot be excluded or limited by applicable law.

14.7 The Supplier is not responsible for the cost of repairing any pre-existing faults or damages to the Customer's premises which the Supplier discovers whilst providing the services. In order to install the goods, holes may be made in the fabric of the structure of the Customer's premises. Whilst every effort and care will be taken during this procedure, no liability is taken for any unforeseen damage for holes left when the goods are subsequently removed by the Customer. The Supplier does not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of the Customer's premises.

14.8 If the quality of the wall is not in a fit condition for the installation of the Goods or to carry out the Services noted in the Order, the Supplier has the right to refuse to install the goods until the Customer has improved the condition of the wall. In the event that the quality of the wall is not improved, the Customer will remain liable for the full cost of the goods ordered and the Customer agrees that they will not treat the Supplier's refusal to install the goods as a fundamental breach of the contract and the Customer will remain bound under the contract to take delivery of the goods.

15 Confidentiality and announcements

15.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

15.1.1 any information which was in the public domain at the date of the Contract;

15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

15.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or

15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of clauses 15.1.1 to 15.1.3 shall not apply to information to which clause 15.4 relates.

15.2 This clause shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.

15.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 16.

16 Processing of personal data

16.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

16.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

16.3 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.

16.4 The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

16.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by any applicable Law to otherwise process that personal data. Where the Supplier is relying on applicable laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by applicable laws unless those applicable laws prohibit the Supplier from so notifying the Customer;

16.4.2 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 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);

16.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

16.4.4 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:

- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies; and
- (c) 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.

16.5 The Customer authorises the appointment of Sub-Processors.

17 Force Majeure

17.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

17.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

17.1.2 uses best endeavours to minimise the effects of that event.

17.2 If, due to Force Majeure, a party:

17.2.1 is or shall be unable to perform a material obligation; or

17.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;

the other party may, within 30 days, terminate the Contract on immediate notice.

18 Termination

18.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

18.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

- 18.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 18.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 21 days after the Supplier has given notification that the payment is overdue; or
 - 18.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 18.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 18.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 18.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 18.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 18.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 18.2.5 has a resolution passed for its winding up;
 - 18.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 18.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
 - 18.2.8 has a freezing order made against it;
 - 18.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 18.2.10 is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.9 in any jurisdiction;
 - 18.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.2.1 to 18.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 18.3 The Supplier may terminate the Contract at any time by giving not less than 4 weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 18.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 18, it shall immediately notify the Supplier in writing.
- 18.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

18.6 If the Contract is terminated under clauses 18.1 or 18.2 and the Customer is a limited company, [] for and on behalf of the board of directors, personally guarantees to pay any outstanding balance owed to the Supplier.

19 Dispute resolution

19.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 19.

19.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

19.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

19.3.1 Within 7 days of service of the notice, representatives of the parties shall meet to discuss the dispute and attempt to resolve it.

19.3.2 If the dispute has not been resolved within 7 days of the first meeting of the representatives of the parties, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.

19.4 The specific format for the resolution of the dispute under clause 19.3.1 and, if necessary, clause 19.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

19.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 19.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

19.6 Until the parties have completed the steps referred to in clauses 19.3 and 19.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

20 Notices

20.1 Any notice given by a party under these Conditions shall:

20.1.1 be in writing and in English;

20.1.2 be signed by, or on behalf of, the party giving it; and

20.1.3 be sent to the relevant party at the address set out in the Contract

20.2 Notices may be given, and are deemed received:

20.2.1 by hand: on receipt of a signature at the time of delivery; and

20.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting.

20.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 20.1 and shall be effective:

20.3.1 on the date specified in the notice as being the date of such change; or

20.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

20.4 All references to time are to the local time at the place of deemed receipt.

20.5 This clause does not apply to notices given in legal proceedings or arbitration.

20.6 A notice given under these Conditions is not validly served if sent by email.

21 Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

22 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

23 Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

24 Entire agreement

24.1 The parties agree that the Contract and any documents entered into pursuant to it constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

24.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

24.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

25 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

26 Assignment

26.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.

26.2 Notwithstanding clause 26.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

27 Set off

27.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

27.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

29 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

30 Severance

30.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

30.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

31 Waiver

31.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

31.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

31.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

32 Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

33 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

34 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

35 Third party rights

35.1 Except as expressly provided for in clause 35.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

35.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

36 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

37 Jurisdiction

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

The Customer has read and accepts the Order and Contract subject to the Conditions above

Signed by or on behalf of the Supplier.....Date.....201[]

Name.....Position.....

Signed by or on behalf of the Customer.....Date.....201[]

Name.....Position.....

Signed by [] as personal guarantor under clause

18.6.....Date.....201[]

Name.....Position.....