

Terms and Conditions

Key Points Page

- Please check all details on your Order Acknowledgment are correct as TreesPlease Ltd accepts no responsibility for errors arising from changes which we are not made aware of prior to dispatch of the order.
- Customers have one working week to cancel or amend accepted orders. After this time, charges may be incurred.
- Stock offered is subject to growth and availability. Orders can be placed online, by email or by telephone **HOWEVER** orders are only considered accepted when TreesPlease Ltd issues a written Sales Order Acknowledgment.
- Stock is sold for the "season" stated on the Sales Order Acknowledgement. Any stock left on the 1st July will be invoiced in full.
- Please allow 7-10 working days for your order to be delivered.
- Please make sure adequate measures are in place to accept delivery of your order (i.e. manpower or machinery). Failure to assist with offloading goods will result in additional charges and, in extreme cases, may result in an additional delivery.
- Products are perishable with a limited shelf life and, although we do our best to supply 'field-fresh trees', poor onsite handling and storage can cause the trees to break dormancy.
- Payment is due 30 days from the invoice date, excluding new customers where the first order is to be paid for on receipt of an Order Acknowledgment.
- Please read overleaf for more detailed terms and conditions



Contract Details

DATE:

Seller:	Trees Please Limited (CRN: 04712010)
Seller's address:	Dilston Haugh Farm, Corbridge, NE45 5QY
Seller's VAT number:	496060137
Buyer:	As detailed on Sales Order Acknowledgment
Buyer's address:	As detailed on Sales Order Acknowledgment
Commencement Date:	As set out in clause 2.2 of the Conditions.
Season:	1st November to 30th June within the year detailed on Sales Order Acknowledgment
Delivery Location:	As detailed on Sales Order Acknowledgment
Goods:	As detailed on Sales Order Acknowledgment
Services:	As detailed on Sales Order Acknowledgment
Price:	As detailed on Sales Order Acknowledgment

1. This Contract is made up of the following:

- (a) The Contract Details; and
- (b) The Conditions.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained the Contract Details shall have priority over one contained in the Conditions.

This Contract has been entered into on the date stated at the beginning of it.

Conditions

The Buyer's attention is particularly drawn to **Clause 13**

1. Definitions

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Conditions	these terms and conditions of sale as set out in this document.
Contract	the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with the Contract Details and these Conditions.
Delivery Date	the estimated date for delivery of an Order, as agreed between the Seller and the Buyer in accordance with clause 6.1.
Delivery Location	the address for delivery of the Goods, as set out in the Contract Details.
Force Majeure Event	has the meaning set out in clause 15.
Goods	the items which the Buyer agrees to buy from the Seller as set out in the Contract Details.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
New Customer	has the meaning set out in clause 4.1.
Order	the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Seller's quotation, as the case may be.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Season	the season during which the Order is due for delivery, as set out in the Contract Details.
Services	the services supplied by the Seller to the Buyer as set out in the Order.
Seller Materials	has the meaning set out in clause 11.1.6.
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

(b) any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) a reference to writing or written includes emails.

2. Conditions

2.1 The Order constitutes an offer by the Buyer to purchase Goods or Goods and Services in accordance with the Contract.

2.2 The Order may be placed online, by telephone or by email but shall only be deemed to be accepted when the Seller issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

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

2.4 Any quotation given by the Seller shall not constitute an offer and is only valid for a period of one calendar month from its date of issue.

2.5 The Contract shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.6 The Buyer may within seven days of placing an Order amend or cancel an Order by written notice to the Seller. Any other termination by the Buyer will be subject to the provisions of clause 14.

3. Price

3.1 The Price shall be the price stated in the Contract Details.

3.2 The Price excludes:

3.2.1 the costs of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer in addition to the Price (see clause 9 below); and

3.2.2 amounts in respect of VAT, which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.

4. Payment and Interest

4.1 The Buyer shall be classed as a new customer unless and until it has placed and paid in full for a minimum of three Orders (**New Customer**). Where the Buyer is a New Customer, the Seller shall invoice the Buyer for the Price of the Goods plus VAT at the prevailing rate (if applicable) on issue of its written acceptance of the Buyer's Order in accordance with clause 2.2.

4.2 Where the Buyer is not a New Customer, the Seller may, at its sole discretion, invoice the Buyer for 10-25% of the Price of the Goods plus VAT at the prevailing rate (if applicable) on issue of or at any time after it issues written acceptance of the Buyer's Order in accordance with clause 2.2. The Seller may invoice the Buyer for the remaining Price or, where it has not exercised its rights under this clause 4.2, the Price after the Seller has informed the Buyer that it is ready, willing and able to make delivery of the Goods or in accordance with clause 6.3.

4.3 The Buyer shall pay invoices in full or cleared funds within 30 days of the date of the Seller's invoice. Payment shall be made to the bank account nominated in writing by the Seller.

4.4 If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then, without limiting the Seller's remedies under clause 14:

- 4.4.1 the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% per annum above the Bank of England base rate from time to time in force (but at 8% a year for any period when the base rate is below 0%);
- 4.4.2 the Seller may suspend all deliveries or further deliveries of Goods and/or Services until payment has been made in full.
- 4.5 All amounts due under the Contract from the Buyer to the Seller shall be paid in full without any set-off, counter-claim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Seller may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Seller to the Buyer.

5. Goods

- 5.1 The Goods are described in the Contract Details.
- 5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 5.3 The Buyer acknowledges and accepts that, due to the nature of the Goods, any details provided by the Seller regarding the size of the Goods is an estimate only and subject to a variety of natural indicators outside of the Seller's control. The Seller shall have no liability to the Buyer whatsoever for the Goods' failure to comply with any preferred size stated in the Contract Details.
- 5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by the law, excluded from the Contract.
- 5.5 The terms of the Contract shall apply to any replacement Goods supplied by the Seller.

6. Delivery of Goods

- 6.1 During the Season, the Buyer shall contact the Seller to request the delivery of all or part of the Goods and the parties shall agree the Delivery Date for the Goods or such part of the Goods. Each part of an Order may be invoiced and paid for separately in accordance with clause 4 (provided that the full Order must be delivered within the Season).
- 6.2 Other than in accordance with clause 2.6, the Buyer shall have no right to defer any Order (in whole or in part) until a later Season and, unless otherwise agreed between the parties and set out in the Contract Details, the relevant Season shall be deemed to be the upcoming season following the date on which the Order is accepted in accordance with clause 2.2.
- 6.3 If the Buyer fails to request delivery of all or part of the Goods during the Season, the Seller shall be entitled to invoice the Buyer for the Goods (or remainder of the Goods) immediately following the end of the Season (to the extent that the Price has not already been invoiced and paid in full prior to the end of the Season). For the avoidance of doubt, the Buyer shall not be entitled to receive a refund for any Goods ordered for which it fails to request delivery.
- 6.4 The Seller shall use its reasonable endeavours to deliver the Goods (or each instalment of the Goods) on the Delivery Date(s) agreed in accordance with clause 6.1 but does not guarantee to do so and any dates quoted for delivery are approximate only. Time of delivery shall not be of the essence of the contract.
- 6.5 Delivery of the Goods shall be made to the Delivery Location as specified in the Contract Details. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day agreed by the Seller for delivery, including ensuring that the Buyer has appropriate personnel and machinery/equipment on site as instructed by the Seller to unload the Goods. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

- 6.6 Subject to clause 6.7, if the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 6.7 The Seller 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 Buyer's failure to request delivery of the Goods, provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 6.8 If the Buyer fails to accept delivery of the Goods from the Seller (except where such failure is caused by a Force Majeure Event), delivery of the Goods shall be deemed to have been completed at 9:00am on the Business Day after the day upon which the Seller attempted delivery and the Seller shall store the Goods until actual delivery takes place and charge the Buyer for all related costs and expenses (including insurance).
- 6.9 If ten Business Days after the day on which the Seller attempted delivery the Buyer has not taken actual delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Goods.
- 6.10 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or delivery of less than the ordered quantity of the Goods.
- 6.11 The Buyer acknowledges that, due to the nature of the Goods, the precise amount of Goods delivered may vary from the Order and accepts that the Seller may deliver up to and including 20% more or less than the quantity of Goods ordered (in which case, the Buyer shall not be entitled to reject the Goods and a pro rata adjustment shall be made to the Price). The Seller shall use reasonable endeavours to deliver an amount of Goods as close as possible to the amount ordered by Buyer, and shall remain in contact with the Buyer between the Order being placed and delivery in order to give the Buyer an accurate indication as to the amount of Goods the Seller will deliver.

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods three days after delivery to the Buyer.
- 7.2 The Buyer shall carry out a thorough inspection of the Goods within three days following delivery and give notice in writing to the Seller if some or all of the Goods are defective.
- 7.3 Following the provision of any notice in writing in accordance with clause 7.2, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, replace any Goods that are defective, or refund the price of such defective Goods.
- 7.4 The Seller shall not be liable for any defective Goods' if:
- 7.4.1 the Buyer makes further use of such Goods after giving notice of defects in accordance with clause 7.2;
 - 7.4.2 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or conditions;
 - 7.4.3 the defect arises due to the Buyer's failure to follow any reasonable instructions or guidance provided by the Seller in relation to the storage or care of the Goods; or
 - 7.4.4 the Goods differ from their description in the Order as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Title and risk

- 8.1 Risk shall pass on delivery of the Goods to the Delivery Location.

- 8.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 8.3 Until title to the Goods passes, the Buyer shall:
- 8.3.1 hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller;
 - 8.3.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 8.3.3 notify the Seller immediately if it becomes subject to any of the events listed in clause 14.2.2 to 14.2.11;
 - 8.3.4 give the Seller such information relating to the Goods as the Seller may require from time to time.
- 8.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 8.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 8.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 8.5 The Seller may at any time after delivery elect to transfer title in the Goods to the Buyer, in which case the Buyer shall immediately pay the price to the Seller.

9. Carriage of Goods

- 9.1 The cost of delivery will be charged by the Seller to the Buyer as an additional cost. This will be at the rate as agreed with the Buyer or, in the absence of agreement, at the total cost incurred by the Seller in delivering the Goods.
- 9.2 The Seller shall be entitled to charge the Buyer for any additional costs the Seller incurs as a result of the Buyer's failure to facilitate the unloading of the Goods on Delivery in accordance with clause 6.1.

10. Supply of Services

- 10.1 The Seller shall provide the Services to the Buyer.
- 10.2 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 10.3 The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

11. Buyer's obligations

- 11.1 The Buyer shall:
- 11.1.1 ensure that the terms of the Order are complete and accurate;
 - 11.1.2 co-operate with the Seller in all matters relating to the Services;
 - 11.1.3 provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;

- 11.1.4 provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 11.1.5 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; and
 - 11.1.6 keep and maintain all materials, equipment, documents and other property of the Seller (**Seller Materials**) at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.
- 11.2 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (**Buyer Default**):
- 11.2.1 the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
 - 11.2.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 11.2; and
 - 11.2.3 The Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

12. Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.
- 12.2 The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Seller for the term of the Contract for the purpose of providing the Services to the Buyer.
- 12.3 All Seller Materials are the exclusive property of the Seller.

13. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 13.1.2 fraud or fraudulent misrepresentation;
 - 13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 13.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 13.1.5 defective products under the Consumer Protection Act 1987.
- 13.2 Subject to clause 13.1:
 - 13.2.1 The Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 13.2.1.1 loss of profit;

- 13.2.1.2 loss of sales or business;
 - 13.2.1.3 loss of agreements or contracts;
 - 13.2.1.4 loss of anticipated savings;
 - 13.2.1.5 loss of or damage to goodwill; or
 - 13.2.1.6 indirect or consequential loss.
- 13.2.2 the Seller's total liability to the Buyer 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 one hundred per cent (100%) of the total sums paid and/or payable by the Buyer to the Seller for Goods and/or Services under the Contract.
- 13.3 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without limiting its other rights or remedies, the Seller may terminate the Contract by giving the other party not less than one months' written notice.
- 14.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within seven days after receipt of notice in writing to do so;
 - 14.2.2 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 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;
 - 14.2.3 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 (where a company) 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;
 - 14.2.4 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.5 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;
 - 14.2.6 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 (being a company);
 - 14.2.7 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 14.2.8 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;
- 14.2.9 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 clause 14.2.2 to clause 14.2.9 (inclusive);
- 14.2.10 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 14.2.11 the other party's financial position deteriorates to such an extent that in the unaffected party's opinion the affected party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 14.4 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.11, or the Seller reasonably believes that the Buyer is about to become subject to any of them.
- 14.5 On termination of the Contract for any reason:
 - 14.5.1 the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
 - 14.5.2 The Buyer shall return all of the Seller Materials and any Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.6 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.7 Any provision of the Contract which expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. Force Majeure

- 15.1 For the purposes of this Contract, Force Majeure Event means any event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, drought, insect infestation, plant disease, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, pandemic or epidemic (even if such pandemic or epidemic is known or anticipated at the date of the Contract) similar events, or default of suppliers or subcontractors.
- 15.2 The Seller shall not be liable to the Buyer for any delay in performing or failure to perform its obligations under this Contract if such delay or failure result from a Force Majeure Event.

- 15.3 If the period of delay or non-performance continues for two weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

16. General

- 16.1 Notices.
- 16.1.1 Any notice or other communication given to a party under or in connection with this 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 16.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.2 Waiver. 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 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.
- 16.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.5 Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
- 16.6 Variation. No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Seller.
- 16.7 Assignment and other dealings. The Buyer shall not assign, transfer, charge, subcontract, delegate, 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 Seller. The Seller may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Contract.
- 16.8 Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by this clause 16.8. Each party may disclose the other party's confidential information: i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract; and ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16.8. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

- 16.9 Severance. 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.
- 16.10 Governing law. This agreement 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.
- 16.11 Jurisdiction. Each party irrevocably agrees that the courts of England 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).