

These Terms and Conditions apply to all Services provided by us, Rossi and More Ltd, a company registered in England and Wales under number 12079468 whose registered address is at 4 Meer Stones Road, Balsall Common, Coventry, England, CV7 7JD (referred to as “Supplier/we/us/our”)

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Commencement Date: has the meaning given in clause 2.3.

Terms and Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between the Supplier/us and the Customer/you for the supply of Goods and/or Services in accordance with these Conditions.

Customer/You/Your: means you, the person or firm who purchases the Goods and/or Services from the Supplier/us.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Design Project or Project Management: means the project specifically for designing services with the specifications as set out by the Supplier and Customer from time to time and as defined in Clause 7.4 below

Force Majeure Event: has the meaning given to it in clause 16.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed [in writing] by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Order: means the Customer's/your order for the supply of Goods and/or Services as set out in your written acceptance of the Supplier's quotation, or Proposal, as the case may be.

Proposal: the estimate, Goods and/or Service Specification for providing the interior design or project management Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works. This may be by way of a formal fee proposal or an email confirmation;

Services: the services, including the Deliverables which may be Goods and/or Services, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided [in writing] by the Supplier to the Customer.

Supplier/We/Us/Our: means us, Rossi and More, a company registered in England and Wales with company number 12079468.

Supplier Materials: has the meaning given in clause 8.1(i).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Website: is the Website of the Supplier where all Goods and/or Services are listed and advertised and where the Customer may buy and acquire said Goods and/or Services

1.2 Interpretation:

- (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 and permitted assigns and a reference to Parties shall mean the Supplier and Customer collectively.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 Following an initial consultation, we shall provide you with a Proposal for the Goods and/or Services you have requested. All details of the project or any relevant information must be given to us fully and to the best of your knowledge. A legally binding Contract between

you and us will be created when you accept our Proposal. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification. No terms or conditions issued or referred by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

- 2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of [14] Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 Any Proposal we may send is based on the information provided us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to adjust it.

3. Goods

- 3.1 We shall make all reasonable efforts to ensure that the Goods available from us correspond to the Goods as described in our catalogue. Please bear in mind that the images shown on our website or in our marketing literature are for illustrative purposes only and that there might be slight variations between the image of an item and the actual Product sold due to differences in computer displays and lighting conditions.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or 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 Goods Specification. This clause 3.2 shall survive termination of the Contract.

- 3.3 In regards to bespoke design order supplied by the Customer, the Supplier reserves the right to deliver this bespoke order within 90 days' time as this length of time may be required by the manufacturers of the Supplier, as they deem fit, to correctly complete the order and the Supplier shall not be held liable for any late deliveries of bespoke orders.
- 3.4 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 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.
- 4.2 Delivery of the Goods shall be completed on the successful unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods 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.
- 4.4 In the unlikely event that we fail to deliver the Goods within 30 calendar days of our Order Confirmation, you may cancel your order immediately if we have refused to deliver your Goods or if you told us when ordering the Goods that delivery within that time period was essential.
- 4.5 The Supplier hereby agrees that all deliveries of Goods to the Customer shall be exclusively handled by the Supplier's authorized delivery partners. The Customer acknowledges and understands that the delivery and order timings for said Goods are contingent upon the Supplier's individual manufacturers and suppliers. The Supplier shall not be held liable for any delays in delivery, and any such delays shall not constitute a breach of contract or be attributed to the Supplier's fault or liability.
- 4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. In

regards with bespoke items made to order, with its design supplied by the Customer to the Supplier, in such a case the items may take up to 90 days for delivery as in such regard the

5. Quality of Goods and Faults

5.1 The Customer ensures that:

- (a) They shall give notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods are faulty and or damaged;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and

the Supplier, at its sole discretion, shall evaluate the defective Goods and, after obtaining confirmation from the manufacturers, may choose to either offer to repair the defective Goods, subject to the availability of repair options as confirmed by the manufacturers or offer a replacement for the specific Goods, subject to any repair or replacement options specified for the Goods after confirmation from the manufacturers.

5.2 The Supplier shall not be held liable or obligated to aid with the repair of the Goods if the Customer does not adhere to the terms outlined in clause 5.1, including, but not limited to:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.1(a);
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or 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, willful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6. Title and risk

6.1 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and/or Services.

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

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in **Error! Bookmark not defined.Error! Reference source not found.** to clause 14.2(c); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

7. Project Management and Interior Design Services

- 7.1 We shall supply the Services to the you in accordance with the Proposal and Service Specification in all material respects.
- 7.2 We will ensure that the Services are provided with reasonable care and skill and in accordance with best trade practice. Our Services, and any guidance we provide, will be from an interior design perspective only; you must gain specialist advice from architects, building control, structural engineers or other specialist contractors or trades where applicable.
- 7.3 If you require any additional services after accepting our Proposal, we will provide you with a further Proposal, which must be accepted by you in writing before we will proceed.
- 7.4 For our Designs Project, we will provide you with a number of designs which will need to be approved by you in writing. We shall only accommodate a maximum of one revision to your chosen design, provided such revision only entails a few changes and not amendment of the entire design, in which case a new Proposal shall be worked on and we shall charge you on an hourly basis. Any further alterations, any complete changes to the original brief that in our sole discretion shall amend most of the chosen design, any changes required after you have approved the design, any works required outside of our normal working hours (Monday to Friday, 9am – 4.30 pm excluding bank holidays) or any additional visits required above the allowance included for in our Proposal will be chargeable at our hourly rate applicable at the time.
- 7.5 We may provide sketches or impressions before or during the provision of the Services. Any such material is intended for illustrative purposes only and is not intended to provide

an exact specification of the works to be provided, nor to guarantee specific results and is not to be used for construction purposes unless specifically issued as such. It is your responsibility to check all dimensions and measurements set out in any plans we provide and it is the builder or contractor's responsibility to report any discrepancies to us prior to any construction or building work starting.

7.6 In regards to project management, you shall:

- a) Provide site preparations and permissions if required;
- b) Be responsible for storing the Goods and disposing off any rubbish and waste;
- c) Our contractors shall take reasonable care in disposing off any waste and rubbish however it shall be the responsibility of the Customer/you to perform any deep cleaning as may be necessary.;

7.7 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification 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 to provide the Services;
- (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;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) ensure that the Supplier is permitted to take photos of the design projects for their own marketing purposes to be displayed on the Suppliers website/platform etc.

- (i) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorization; and
- (j) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

- (a) shall be the price set out in the Order or the Proposal;
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer;

9.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's fixed fee rates, as set out in its Proposal;
- (b) for Project Management work, the Supplier shall be entitled to charge an overtime rate of £75 per hour for every hour worked extra out of the timeline decided in the Proposal and/or Order; and
- (c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, any associated expenses, and

for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date;
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, the Supplier shall invoice the Customer on or before time of delivery.

9.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 7 days of the date of the invoice and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

9.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer 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 9.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

9.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Customer grants full access to the Supplier to take photos and other material of the Goods and design services provided for marketing and advertising purposes to display on their website or any platform they deem fit.
- 10.3 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.
- 10.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.3.
- 10.5 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 10.6 All orders placed via our Website must always be paid for in advance and will be taken we process your order and send you an order confirmation (this usually occurs immediately and you will be shown a message confirming your payment). All payments have to be made using our chosen payment gateway provider, such as PayPal. Payments will go through this payment gateway provider's website. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and the payment gateway provider and we cannot be held responsible for their actions or lack of actions.

11. How We Use Your Personal Information and Data protection

- 11.1 The following definitions apply in this clause 11:
- (a) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - (b) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.3 Without prejudice to the generality of clause 11.2, 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 [and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer] for the duration and purposes of the Contract.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time and for a period of [two] years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party [or of any member of the group of companies to which the other party belongs], except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts 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 the Contract. 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 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 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 the Contract.

13. Limitation of liability

- 13.1 The Supplier has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims. The Supplier has been unable to obtain insurance in respect of certain types of liability at a commercially viable price.] The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 13.3 If you are not a Customer, we will not be responsible to you for any loss of profit, loss of business, interruption to business, loss of any business opportunity or for any other indirect or consequential loss.
- 13.4 We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. To the extent permissible by law, we will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
- 13.5 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.6 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 13.7 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than one months' written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;

15. Consequences of termination

15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 5 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings

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

17.2 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) sent by email to the following addresses (or an address substituted in writing by the party to be served):
Supplier: rossiandmore@gmail.com
- (b) Any notice shall be deemed to have been received:
 - (i) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorize either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract or these Terms and Conditions.

17.7 Third party rights.

- (a) The Contract and these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) [The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.]

17.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

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

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.