`TERMS & CONDITIONS' OF BUSINESS

1 Interpretation
1.1 The definitions and rules of interpretation in this clause apply to these, Our Terms & Conditions of Business outlined below.

'Customer' the person, firm or company who wishes to purchase Design / CAD works from the Supplier.

'Supplier' CAD Drawings & 3D Visuals Ltd

'Contract' These Terms & Conditions of Business shall apply, when the Customer e-mail's confirmation / Order for us to proceed with the Design / CAD works, outlined in the Cost estimate quotation, for the estimated cost and the Supplier's acceptance of it, in accordance with condition 3.3. Only these Terms & Conditions shall form the Basis of the Contract.

'Design / CAD works' is the Design / Computer Aided Design (CAD) works agreed in the Contract to be purchased by the Customer, from the Supplier. Our Company Number is 11453043.

'Intellectual Property Rights' Patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, designs, drawings, cad works, database, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, Shall remain Confidential.

'Software' any software utilised on the Design / CAD works.

'VAT' - No value added tax will be charged to the invoice amount, but this could change at our discretion, if our vat status changes.
1.2 Condition headings do not affect the interpretation of these conditions.
1.3 A reference to a law is a reference to it, as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 Application of Conditions
2.1 These conditions shall: (a) apply to and be incorporated in the Contract; and (b) prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of any order by e-mail, or specification, or implied by law, trade custom, practice or course of dealing. 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3 Basis of Sale for the Design / CAD Works
3.1 Any Estimate / Quotation is valid for a period of 7 days only. The Supplier may withdraw it at any time, without notice to the Customer.
3.2 Each order or acceptance of a quotation for Design / CAD works by the Customer, shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its order is complete and accurate.
3.3 A binding contract shall not come into existence between the Supplier and the Customer, unless and until the Supplier issues a Design / CAD works Production e-mail to the Customer, or the Supplier e-mails / Advises of / or delivers or part delivers the Design / CAD works to the Customer. (whichever occurs earlier).
3.4 The Supplier may deliver the Design / CAD works in separate stages. Each separate stage shall be invoiced and paid for in accordance with the provisions of this Contract. Each stage shall be paid for separately and no cancellation or termination by either party of any stage shall entitle the Customer to repudiate or cancel any other Contract or stage of the works.
3.5 No order may be cancelled by the Customer except with the agreement in writing of the Supplier's Company Director and provided that the Customer indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of the cancellation. Also the Customer must pay for all costs incurred by the Supplier at that stage.
3.6 All Supplier's Design / CAD Works must be checked by Customer prior to being Issued or worked to. All Design / CAD works must be covered by By Customers own respective insurance Policies. No Claims, for any reason Whatsover, shall be made against the Supplier from the Customer or any other Third Party.

4 Quantity and description
4.1 The quantity and description of the Design / CAD works shall generally be as set out in the cost estimate / quotation.
4.2 All Design & CAD works, descriptive matter, specifications and works issued by the Supplier and any descriptions or illustrations contained in the Supplier's Website or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
4.3 Any Design / CAD errors or other errors / omissions in any cost estimate quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier, shall be subject to correction without any liability on the part of the Supplier.
4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes on the Design / CAD works which are required to conform with any applicable legislation or, where the Design / CAD works is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where the Supplier is not the Producer of the Design / CAD works, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any information given by the Producer to the Supplier.
4.5 The Supplier's employees, contractors and agents are not authorised to make any contractually binding representations concerning the Design / CAD works. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by the Company Director of the Supplier.

4.6 Any advice or recommendations given by the Supplier or his employees, contractors or agents to the Customer or his employees, contractors or agents about the Design / CAD works which is not confirmed in writing by the Company Director of the Supplier, is followed or acted on, at the Customer's own risk.

5 Prices
5.1 The price of the Design / CAD works shall generally be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid) The Supplier's general prices shall apply to the Design / CAD works as appropriate.
5.2 All prices are inclusive of e-mailed delivery only. Any Printing Works, postage, packaging, packing, shipping, carriage, insurance, will incur additional costs to the customer, These additional costs herein, will have to be agreed in writing between the Customer and the Supplier, prior to any printing works being completed.
5.3 The Supplier reserves the right, by giving notice to the Customer at any time before Completion, to increase the price of of the Design / CAD works which has not been produced, to reflect any increase in the cost to the Supplier, which is due to any factor beyond the control of the Supplier (including any foreign currency regulation, alteration of duties / works, change in legislation, significant increase in the costs of labour, materials or other costs of the works), any change in delivery dates, quantities or specifications for the Design / CAD works which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information, drawings, instructions or access.

6 Payment
6.1 The Supplier may invoice the Customer for the Design / CAD works completed at any stage of the works for the Design / CAD works completed at that particular moment in Time, during Production of the Design / CAD works, for the Design/CAD Works completed at that time. All payments must Paid in full,when requested.
6.2 Subject to any special terms agreed in writing between the Customer and the Supplier, the Customer shall pay to the Supplier a `Deposit' of Half the estimated cost quoted on acceptance of the quotation and prior to Production of any Design / CAD works.
6.3 Time for payment of the `Deposit' is 3 Days,unless the Supplier deems otherwise. All 50% `Deposit' payments in full, are at the time requested by the Supplier. All payments must be made by Electronic Bank Transfer Only, No Cheque / No Credit Card / No Cash money accepted by the Supplier, this shall be the essence of the Contract.
6.4 If the Customer fails to make the 50% fee 'Deposit' payment,or any invoice /payments in full, at the time requested, without prejudice to any other right or remedy available to the Supplier unless the Supplier deems otherwise, the Supplier may: (a) terminate the Contract or suspend without any Production & supply of the Design / CAD works (whether ordered under the same contract or not) to the Customer; (b) appropriate any payment made by the Customer to such of the Design / CAD works (or the Design / CAD works supplied under any other contract between the Customer and the Supplier) as he thinks fit (despite any purported appropriation by the Customer); (c) apply a 10% / month late invoice payment fee and also interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; (d) suspend all further Works Production and Actions until payment has been made in full; (e) make a storage charge for any unfinished Design / CAD works at its current rates from time to time; (f) stop any Design / CAD works in transit; and (g) exercise a general lien on all Design / CAD works and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 7 days notice in writing, to dispose of such Design / CAD works or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
6.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.5 is without prejudice to any right to claim for late payment penalty fees and interest under the law, or any right under the Contract.
6.6 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7 Production of the Design / CAD works and Acceptance.
7.1 The Supplier shall use its reasonable endeavours to Produce the Design / CAD works on the date or dates specified in the order or acceptance of quotation, but any such date is approximate only. If no dates are so specified, Production shall be within a reasonable time of acceptance of the order confimation. Time is not of the essence as to the Production of the Design / CAD works and the Supplier is not liable for any delays or works inaccuracies whatsoever, however caused.
7.2 The Design / CAD works may be Produced by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
7.3 Prodution of the Design / CAD works shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
7.4 If the Supplier 'Outsources' Personnel to the Customer, to perform Design / CAD works for the Customer, at the customers premises, the Personnel /employee(s) Provided shall remain the Employee(s)of the Supplier and Agreed Rates of Pay must be Paid by the Customer to the Supplier within 7 days, as Agreed / to ensure Continuity of works. Failure to pay for the Outsourced Personnel, would result in a £1,000 fee / month, which the Customer, would have to Pay the Supplier, in addition to our Employee(s) Fees. The Supplier may 'Outsource' the Design / CAD works at any Time, without any notice or any liability to the Customer.
7.5 If the Customer would like to employ a Supplier Employee on a `Permanent Basis' at their Company, this could Occur only if the Supplier Company Director confirms this in writing, and the Agreed Fees are Paid by the Customer to the Supplier within 7 Days.
7.6 The Customer shall be responsible (at the Customer's cost) for Providing any information required in the Production of the Design / CAD works and for the provision of all necessary information access and facilities reasonably required, in order to produce the Design / CAD works. If the Supplier is prevented from carrying out Production on the specified date because no such information/ access has been provided, the Supplier may levy additional charges to recover its loss arising from these events.
7.7 The Customer shall be deemed to have accepted the Design / CAD works, when the Customer has had 7 days to check them after production and has not exercised in writing its right of rejection in accordance with condition 12.
7.8 The Supplier shall be responsible for any loss in in transit, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within 7 days of delivery or the proposed delivery date of the Design / CAD works and that the Design / CAD works has been handled in accordance with the Supplier's stipulations. Any remedy under this condition 7.6 shall be limited, at the option of the Supplier, to the replacement or repair of any Design / CAD works which is proven to the Supplier's satisfaction to have been lost or damaged in transit.

8 Risk and property
8.1 The Design / CAD works, in whole or in part, shall be at the risk of the Supplier, until delivery to the Customer, the order or acceptance of quotation or such other place as may have been agreed in writing between the Customer and the Supplier. The Supplier shall off-load the Design / CAD works at the Customer's risk.
8.2 Ownership of the Design / CAD works shall pass to the Customer on the later of completion or when the Supplier has received payment in full in cleared funds, all sums due to it in respect of: (a) the Design / CAD works; and (b) all other sums which are or which become due to the Supplier from the Customer.
8.3 Until ownership of the Design / CAD works has passed to the Customer under condition 8.2, the Customer shall: (a) hold the Design / CAD works on a fiduciary basis as the Supplier's bailee; (b) store the Design / CAD works (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other Design / CAD works or that of a third party, so that it remains readily identifiable as the Supplier's property; (c) must not utilise the Design & Cad works produced, in any way or issue to the third parties, and must not destroy, deface or obscure any identifying marks or packaging on or relating to the Design / CAD works; and (d) keep the Design / CAD works insured on the Supplier's behalf for its full price against all risks to the reasonable satisfaction of the Supplier, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account. **8.4** The Customer's right to possession of the Design / CAD works before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 17 arise or if the Customer encumbers or in any way charges the Design / CAD works, or if the Customer fails to make any payment to the Supplier on the due date. **8.5** The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Design / CAD works is or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to remove them. All costs incurred by the Supplier in repossessing the Design / CAD works shall be borne by the Customer.
8.6 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition 8 shall remain in effect.
8.7 The Supplier may request and apply appropriate payments to the Customer for such Design / CAD works as he thinks fit, not withstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

9 Inspection and testing of Design / CAD works
The Supplier reserves the right to inspect the Design / CAD works, to ensure that they comply with the requirements of the Contract.

10 Software
10.1 If the Supplier refers to using software in the quotation, the price of the Design / CAD works does not include any licence fee, any Software, or the Customer's right to use the Software.
10.2 The Customer shall not remove, adapt or otherwise tamper with any copyright notice which appears in or on the Software or on the medium on which it resides.

11 Export terms
11.1 Where the Design / CAD works is supplied for export from the United Kingdom, the provisions of this condition 11 shall (subject to any contrary terms agreed in writing between the Customer and the

Supplier) override any other provision of these conditions.
11.2 The Customer shall be responsible for complying with any legislation governing: (a) the importation of the Design / CAD works into the country of destination; and (b) the export and re-export of the Design / CAD works, and shall be responsible for the payment of any duties on it.
11.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Design / CAD works shall be delivered free by email only, or if additional costs are agreed, on board the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
11.4 The Supplier shall not be responsible for arranging for the checking, inspection & testing the Design / CAD works.
11.5 Subject to any special terms agreed in writing between the Customer and the Supplier when requested, the Customer shall pay the whole of the price of the Design / CAD works to the Supplier, as the Supplier may reasonably direct, at any time.
11.6 The Customer shall pay the Full price for the Design / CAD works, by Bank Funds Transfer only, within 7 days of Completion, No cheques or Cash Payments will be accepted, due to Postal payments occasionally not arriving / going astray / missing.

12 Warranty
12.1 The Supplier warrants to the Customer that at delivery the Design / CAD works is free from Electronic opening errors. The Supplier undertakes (subject to the remainder of this condition 12), at its option, to repair or replace Design / CAD works (other than consumable items) which is found to be defective as a result of Electronic openable errors within 6 months of completion.
12.2 The Supplier shall not be liable for a breach of any warranty contained in condition 12.1 unless: (a) the Customer gives written notice of the defect to the Supplier within 3 days of the time when the Customer discovers or ought to have discovered the defect; and (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such Design / CAD works and the Customer (if asked to do so by the Supplier) returns such Design / CAD works to the Supplier's place of business, by email for examination.
12.3 The Supplier shall not be liable for a breach of the warranty in condition 12.1 if: (a) the Customer makes any use of Design / CAD works in respect of which it has given written notice under condition 12.2(a); or (b) A defect arises because the Customer failed to followthe Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Design / CAD works or (if there are none) good trade practice; or (c) the Customer alters or repairs the relevant Design / CAD works without the written consent of the Supplier.
12.4 Any Design / CAD works shall be under warranty for the unexpired portion of the 6 month period.

13 Remedies
13.1 The Supplier shall not be liable for any Errors or omissions of Design / CAD works, even if caused by the Supplier's negligence.
13.2 All Design /CAD works must be Checked by the Customer, prior to being issued / adhered to or worked to, and also covered by the Customer's own insurance policies, The Supplier and employees shall not be liable for any Design / CAD works errors, omissions, delays, defects, or any other resulting claims by any Party whatsoever.
13.3 Any liability of the Supplier for non-completion of the Design / CAD works shall be limited to replacing the Design / CAD works , at the Suppliers discretion, within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Design / CAD works.
13.4 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition condition 18), the Customer shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.
13.5 In the event of any claim by the Customer under the warranty given in condition 12.1, the Customer shall notify the Supplier in Both writing and by email of the alleged defect. The Supplier shall have the option of inspecting the Design / CAD works at its current location. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition 12, the costs of the Design / CAD works investigation and repair shall be borne by the Customer.

14 Limitation of liability
14.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts, errors or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (a) any breach of the Contract; and (b) any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
14.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
14.3 Nothing in these conditions excludes or limits the liability of the Supplier for: (a) death or personal injury caused by the Supplier's negligence; or (b) fraud or fraudulent misrepresentation.
14.4 Subject to condition 14.3: (a) the Supplier shall not be liable for any loss of profits, delays, inaccuracies, loss of business, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract Shall be limited to the price payable for the Design / CAD works.
14.5 As all Design / CAD works must be Checked by the Customer, prior to being issued / adhered to or worked to, and also covered by the Customer's own insurance policies, The Supplier and employees shall not be liable for any Design / CAD works errors, omissions, delays, defects, or any other resulting claims by any Party whatsoever.

15 Intellectual Property Rights
15.1 If the Supplier provides any Design / CAD works, or applies any other process to them, in accordance with a specificat ion submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Supplier.
15.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Design / CAD works are and shall remain the sole property of the Supplier or (as the case may be) third party rights, owner.
15.3 The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.
15.4 The Supplier's Intellectual Property Rights in and relating to the Design / CAD works shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorize / permit any of its agents or contractors or any other person to do so.
15.5 In relation any Software: the Customer acknowledges that nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights to the Software or user manuals; and the Customer shall be subject to the rights and restrict ions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.

16 Confidentiality and Supplier's Property
16.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer' s obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
16.2 All Design & CAD Works, materials, documents and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but may be held by the Customer in safe custody at their own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used in whole or in part other than in accordance with the Supplier's written instructions or authorisation.
16.3 This condition 16 shall survive termination of the Contract, however arising.

17 Termination
17.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any Design & CAD works Production / being issued at any time, under the Contract, without any Liability, and, if the Design / CAD works has been produced but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (a) the ability of the Customer to accept Production of the Design / CAD works is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control; (b) an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); (d) a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; (e) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; (f) the Customer ceases, or threatens to cease, to trade; or (g) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
17.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
17.3 If at any Time the Customer would like to Terminate the Contract, for any particular reason, the customer must give the Supplier 7 Days Notice, in writing by e-mail & by Posting a letter to the Supplier. The Customer must Pay within 7 Days, for All the Supplier's Design & CAD works Time & Production costs and any other costs/ losses, detailed by the Supplier, up until that moment in time, when the 7 Days Notice is completed. Pending any dispute or termination, All the Design / Cad works produced, shall remain sole property of the Supplier, until paid for in Full by the Customer. The Customer or any Third Parties must not utilise in whole or in part, any of the works produced by the Supplier, otherwise a fine of £2,000 will be issued to the Customer. These Contract shall remain Enforcable by Law, until all the Costs and Fines / Monies are Paid into the Supplier's Bank Account.

18 Force majeure
The Supplier reserves the right to defer the date of estimated completion, or to cancel the Contract or reduce the amount of Design / CAD works ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, tsunami, storm or default of suppliers or sub-contractors ('Force Majeure Event').

19 Waiver
19.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative & don't exclude rights provided by law.

20 Severance
If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21 Status of pre-contractual statements
Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

22 Assignment
22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23 Third party rights
The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

24 Notices
24.1 Any notice required to be given pursuant to this agreement, shall be in writing, e-mailed to the Supplier and also shall be posted by recorded delivery post to the address of the party as set out in these conditions, or such other address as maybe notified by one party to the other. A correctly addressed notice sent by recorded delivery post, shall be deemed to have been received in due course. Notices said to be given by hand, will not be accepted, and considered void.

24.2 Telephone Calls may be recorded for Training and monitoring purposes.

25 Governing law and jurisdiction
25.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of england.

25.2 The parties irrevocably agree that the courts of england have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

IF THE CUSTOMER IS A CONSUMER , HIS STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS AND CONDITIONS

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