

Terms and Conditions of Sale

These Terms and Conditions of Sale are for Business Customers that are not Business Account Holders. If you are a Consumer, please go to the Terms and Conditions for Consumers [here](#) or if you are a Business Account Holder, please go to the Terms and Conditions for Business Account Holders [here](#)

1 DEFINITIONS

1.1 In these Conditions, the following definitions apply:

“Business Account” means a credit account held by a Business Account Holder with the Company.

“Business Account Holder” means a person, firm or company acting in the course of a business that has applied for and has been accepted by the Company to hold a Business Account with the Company.

“Business Customer” means a person, firm or company acting in the course of a business that buys Goods and/or Services through the Company’s Website.

“Company” means Warrens Office Ltd of Unit 1, Moorside Point, Moorside Road, Winnall, Winchester, Hampshire SO23 7RX (registered in England and Wales with company number 01613232).

“Company’s Website” means the website located at www.warrensoffice.co.uk or any subsequent URL which may replace it.

“Conditions” means the terms and conditions set out in this document as amended from time to time by the Company.

“Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“Client” means the person, firm or company, that is a Business Customer, purchasing or offering to purchase the Goods from the Company as may be specified in its online order form or by telephone.

“Contract” means any contract between the Company and the Client for the purchase of Goods, incorporating these Conditions.

“Delivery” means the delivery of the Goods to the Delivery Address accordance with clause 5.

“Delivery Address” means the address for delivery set out in the Order.

“Goods” means the goods (or any part of them) set out in the Order.

“Installation” means assembly of the Goods by the Company either before Delivery for placement at the Delivery Address or assembly at the Delivery Address as set out in the Order.

“Order” means the Client's order for the Goods as detailed in the online order form or in the Company's Order Confirmation.

“Order Confirmation” means the email from the Company to the Client in response to an Order placed online or by telephone that confirms that the Goods have been ordered.

“Services” means the services (or any part of them) set out in the Order.

“Working Days” means any day excluding Saturdays, Sundays and Bank Holidays.

“Working Hours” means those hours between 8.30am and 5.30pm, Monday to Friday, excluding Bank Holidays.

1.2 In these Conditions:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

- 1.2.5 a reference to “writing” or “written” shall include emails and faxes unless specified otherwise.

2 BASIS OF CONTRACT

- 2.1 www.warrensoffice.co.uk is a website operated by the Company.
- 2.2 The Company’s Website is only intended for use by Clients resident or registered in the UK. The Company does not accept orders from Clients who are not registered or resident in the UK. By placing an Order through the Company’s Website, the Client warrants that:
- 2.2.1 it is legally capable of entering into binding contracts; and
 - 2.2.2 it is resident or registered in the UK; and
 - 2.2.3 it is accessing the Company’s Website from the UK.
- 2.3 The Terms of Website Use, which can be found at www.warrensoffice.co.uk/terms-of-use, form part of these Conditions. The Client is responsible for making all arrangements necessary for it to have access to the Company’s Website.
- 2.4 The Contract shall be on these Conditions to the exclusion of all other terms and conditions.
- 2.5 These Conditions apply to all the Company's sales to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Company. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.6 No variation to these Conditions shall be binding unless agreed in writing by the authorised representative of the Company.
- 2.7 Each Order or acceptance of a quotation for Goods by the Client from the Company shall be deemed to be an offer by the Client to buy Goods subject to these Conditions. Pricing of the Goods on the Company’s Website or a

quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue, provided that the Company has not previously withdrawn it.

- 2.8 No Order placed by the Client shall be deemed to be accepted by the Company until an Order Confirmation is issued by the Company or (if earlier) the Company makes Delivery or performs the Service.
- 2.9 The Client is responsible for checking the accuracy of all Order Confirmations. No claims for discrepancies between the items and quantities ordered and those supplied will be accepted where the Goods supplied are in keeping with the Order Confirmation. The Client is responsible for checking and advising of discrepancies within 4 Working Hours.
- 2.10 In the event that the Goods and/or Services ordered by the Client are not available, the Company reserves the right to offer the Client alternative Goods and/or Services of equivalent quality and value, so far as its possible, to the Goods and/or Services ordered by the Client (“**Alternative Goods and/or Services**”). Details of the Alternative Goods and/or Services will be set out in the Order Confirmation. By accepting Delivery of the Alternative Goods and/or Services, the Client accepts the offer from the Company to supply the Alternative Goods.

3 GOODS

- 3.1 The Company warrants that on Delivery, and for a period of 28 days from the date of Delivery or for a period provided by the manufacturer of the Goods if longer (“Warranty Period”), the Goods shall conform in all material respects with their description and any applicable specification, be free from material defects in design, material and workmanship; and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 3.2 If the Client gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 3.1 the Company shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 3.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 3.1 if the Client makes any further use of such Goods after giving notice in accordance with clause 3.2; or the defect arises

because the Client failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or the defect arises as a result of the Company following any drawing, design or specification supplied by the Client; or the Client alters or repairs such Goods without the written consent of the Company; or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

- 3.4 The Company shall not be liable under any warranty condition if the Price, any other charges (including but not limited to Delivery Charges and Failed Delivery Charges) and VAT have not been paid in full.
- 3.5 Except as provided in this clause 3, the Company shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 3.1.
- 3.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 3.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.
- 3.8 The Client acknowledges that the Goods have not been manufactured or prepared to meet the Client's individual requirements and that it is not within the Company's control how and for what purpose the Goods are used by the Client and that it is the Client's responsibility to ensure that the facilities and functions of the Goods meet this and their end users' requirement.
- 3.9 If the Company is making the Goods to measurements given to it by the Client, the Client is responsible for ensuring that those measurements are correct.
- 3.10 To the extent that the Goods are to be supplied in accordance with a specification supplied by the Client, the Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the

Company's use of the specification. This clause 3.10 shall survive termination of the Contract.

- 3.11 Although the Company aims to keep its Website as up to date as possible, the information, including descriptions of Goods and/or Services, appearing on its Website at a particular time may not always reflect the position exactly at the moment that the Client places an Order.
- 3.12 It is the Client's responsibility to check colours and finishes of Goods and the Company is not liable where colours of computer or printed images are not an exact match to the actual Goods ordered. Variations of colour, finish, texture, materials and other aspects of appearance may occur from time to time and the Company is not liable for any variation and shall be under no obligation to accept the return of Goods where a variation occurs.
- 3.13 It is the Client's responsibility to check that:
 - 3.13.1 the Goods are suitable for the intended use, space and position; and
 - 3.13.2 the Goods can fit into the premises in which they are to be located and through any areas required to be passed in order to completed Delivery and/or Installation (doorways, corridors, lifts, etc).

4 SERVICES

- 4.1 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified by the Company but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.2 The Company 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 Company shall notify the Client in any such event.
- 4.3 The Company warrants to the Client that the Services shall be performed using reasonable care and skill.

5 DELIVERY

- 5.1 Any dates quoted for Delivery are approximate only and the time of Delivery is not of the essence. If no dates are so specified in the Order Confirmation, Delivery shall be within a reasonable time.
- 5.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Address. Where Goods require assembly, they shall be delivered unassembled and shall be assembled by the Client, unless Installation forms part of the Order.
- 5.3 Where Installation forms part of the Order, the Goods shall arrive at the Delivery Address either already assembled or for assembly at the Delivery Address at the time of Delivery.
- 5.4 For Goods that are furniture, Delivery will be to the ground floor only (no steps) or to higher levels where they are serviced by a lift that will accommodate the Products. The Client must notify The Company in advance if there are any special delivery requirements and there may be an additional charge.
- 5.5 Where the Goods are larger items, such as furniture, if the Client fails to take Delivery of the Goods within 14 days of the Company notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
 - 5.5.1 Delivery of the Goods shall be deemed to have been completed on the fourteenth day after the day on which the Company notified the Client that the Goods were ready; and
 - 5.5.2 The Company shall store the Goods until Delivery takes place and charge the Client for all related costs and expenses (including insurance, storage and redelivery).
- 5.6 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by the Client's failure to provide the Company with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

5.7 The Company shall have no liability for any failure to deliver Goods and/or to perform Services to the extent that such failure is caused by the Client's failure to ensure that:

- 5.7.1 the Company is able to gain access to the premises where Installation and/or the performance of Services is to occur;
- 5.7.2 the Goods can fit into the premises in which they are to be located and through any areas required to be passed in order to reach the required location (including doorways, lifts, etc);
- 5.7.3 the traffic routes to the Installation location are free and clear from obstacles or impediments;
- 5.7.4 there is sufficient space available to perform the Installation and assembly of the Goods;
- 5.7.5 there are not any hazards at the Delivery Address which would or could compromise the health and safety of the person or persons performing the Installation and/or Services.

5.8 For Orders of Goods that are furniture, the Company will not move any of the Client's IT equipment under any circumstances and Installation will not include setting up IT equipment on new furniture or removing IT equipment from old furniture that is to be removed. The Client shall ensure that all IT equipment has been moved to allow Installation to occur prior to the Company's representatives arriving at the Delivery Address.

5.9 Where Delivery of Goods and/or Services involving larger items such as furniture does not occur for any of the reasons set out in clauses 5.6 to 5.8 then, without prejudice to any other rights or remedies that may be available to the Company, the Company may:

- 5.9.1 charge the Client a failed delivery charge ("Failed Delivery Charge"), which will be a minimum sum of £15 (the full cost is available on application); or
- 5.9.2 store the Goods until actual delivery and charge the Client for the reasonable costs of insurance, storage and redelivery; or

- 5.9.3 resell or otherwise dispose of part or all of the Goods and, after deducting all reasonable storage and selling costs, charge the Client for any shortfall below the price of the Goods.
- 5.10 The Company may deliver the Goods and/or Services by instalments. Each instalment shall constitute a separate contract. Any delay in Delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.
- 5.11 If upon Delivery only part of an Order can be fulfilled, the Company shall advise the Client which of the Goods supplied are only temporarily unavailable. Orders for Goods that are temporarily unavailable will be fulfilled by the Company as and when the Goods are available.
- 5.12 The Client must notify the Company within 8 Working Hours of the completion of Delivery of the Goods of any damage to the goods or incomplete Delivery, otherwise the Client will be deemed to have accepted the Goods.
- 5.13 If the Company delivers more or less than the agreed quantity of Goods the Company shall have no liability to the Client in respect of the shortfall unless the Client notes such excess or shortage on the delivery note or sign-off sheet.
- 5.14 In the case of excess delivery the Company will make arrangements within a reasonable period for the excess to be returned to the Company at the Company's expense. Until such time as such excess is collected by or on behalf of the Company, the Client shall be responsible for the storage of such excess (and to keep such Goods in good condition) at the Client's expense.
- 5.15 In the case of a short delivery, the Company may at its own discretion either make good the shortfall by one or more further deliveries or reduce the Price by the same proportion as the shortage bears to the Contract quantity.
- 5.16 The Client shall not be entitled to reject any delivery on the grounds of any excess or short delivery but shall pay the Price or where the Company exercises the option referred to in Clause 5.15 above the reduced Price in accordance with that provision.

6 RISK AND TITLE

- 6.1 Risk in the Goods shall pass to the Client on Delivery. The Company shall not be liable for any loss of or any damage to the Goods occurring after Delivery.
- 6.2 The title in any Goods supplied by the Company to the Client shall not pass to the Client until the date when the Client has paid the Company all monies owing by it to the Company for the Goods and/or Services and all other sums which are or which become due to the Company for sales of the Goods and/or Services or any other products to the Client.
- 6.3 Until the date referred to in clause 6.2, the Client shall not be entitled to dispose of the Goods in any way whatsoever and shall hold the Goods as trustee for the Company and shall store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Company's property and shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from Delivery and notify the Company immediately if it becomes subject to any of the events listed in clause 9.
- 6.4 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 9, or the Company reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have the Company may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

7 PRICE AND PAYMENT

- 7.1 The price of the Goods and/or Services ("**the Price**") shall be the price set out on the Company's Website, except in cases of obvious error, or the Company's sales quotation form issued by the Company to the Client.
- 7.2 The Company's published prices for the Goods and/or Services are exclusive of VAT or any similar tax or duty which may be imposed in respect of the sale of goods and/or services. The Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional

amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

- 7.3 Prices are liable to change at any time but changes will not affect Orders in respect of which the Company has already sent an Order Confirmation to the Client.
- 7.4 The Company's Website contains a large number of Goods and Services and it is always possible that, despite best endeavours, some of the Goods and/or Services listed on the Company's Website may be incorrectly priced. Prices are normally verified as part of the Company's Order Confirmation so that where a Goods' and/or Services' correct price is higher than the stated price on the Company's Website, the Company will normally, at the Company's discretion, either contact the Client to offer the Goods and/or Services at the higher price before dispatching the Goods and/or Services or reject the Client's Order and notify the Client of such a rejection.
- 7.5 Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.
- 7.6 The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.

8 RETURNS

- 8.1 Where the Client returns Goods to the Company ("**Return**"), for example in accordance with Clause 3, the Company will examine the returned Goods and notify the Client whether or not the Company accepts the Client's claim for a refund via email within a reasonable period of time.
- 8.2 Returns must be requested in writing to sales@warrensoffice.co.uk.
- 8.3 Until such time as the Return is collected on behalf of the Company, the Client shall be responsible for the storage of the Return (and to keep such Goods in good condition) at the Client's expense.
- 8.4 The Goods to be returned must be re-packaged in their original packaging, otherwise collection of the Goods may be refused by the collecting courier.

- 8.5 The courier will only attempt collection once. If the courier is unable to gain access to the Goods at the address for collection or the Goods are inadequately packaged, the Client shall pay a charge for a failed collection (**“Failed Collection Charge”**). Details of Failed Collection Charges are available on request.
- 8.6 Where the Goods are returned using the Client’s own courier, the Company will not be responsible for any damage to the Goods until their arrival at the Company’s Return address. Whether or not a credit is made and the amount of the credit may be determined by the condition of the Goods on arrival.
- 8.7 When the Return is received by the Company, the Company will examine the Goods and notify the Client by email within a reasonable period of time whether or not the Client’s claim for a refund is accepted.
- 8.8 Where the Company deems that a refund is due, it will usually make a refund using the same method originally used by the Client to make payment for the Goods and/or Services. The Company will usually process the refund due to the Client as soon as possible.

9 CLIENT’S INSOLVENCY

- 9.1 This clause 9 applies if:
- 9.1.1 The Client 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) 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; or
 - 9.1.2 The Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Client is a company) where these events take place for the sole

purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or

- 9.1.3 A creditor or encumbrancer of the Client 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; or
- 9.1.4 The Client (being a company) an application is made to court, or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client; or
- 9.1.5 The Client (being a company) a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver; or
- 9.1.6 An order is made or a resolution is passed for the winding up of the Client or if circumstances arise which entitle the Court to make a winding-up order; or
- 9.1.7 The Client, being a partnership, shall be dissolved or, being an individual, shall have a bankruptcy petition presented or shall die; or
- 9.1.8 A person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client; or
- 9.1.9 The financial position of the Client deteriorates to such an extent that in the opinion of the Company the capability of the Client to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 9.1.10 An encumbrancer takes possession of any of the property or assets of the Client; or
- 9.1.11 The Client ceases or threatens to cease carrying on business; or

9.1.12 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

9.2 If this clause 9 applies then without prejudice to any other rights or remedies available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client and if the Goods have been delivered and/or the Services have been performed and not paid for the Price shall become immediately due and payable notwithstanding any prior agreement or arrangements to the contrary.

10 DATA PROTECTION

10.1 The Company shall comply with all applicable laws including the Retained Regulation (EU) 2016/679 (UK GDPR) and the Data Protection Act 2018 and all related data protection legislation having effect in the United Kingdom from time to time. For further information on the Company's use of any client data, please see the Company's data privacy policy at www.warrensoffice.co.uk/privacy.

11 FORCE MAJEURE

11.1 For the purposes of these conditions, a Force Majeure Event means an event beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

11.2 The Company shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.

12 COPYRIGHT

- 12.1 The copyright and all other intellectual property rights in all lists, descriptions, articles, drawings and other information produced by the Company shall remain the property of the Company at all times.

13 ASSIGNMENT

- 13.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 13.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14 LIMITATION OF LIABILITY

- 14.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, or defective products under the Consumer Protection Act 1987, or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 14.2 Subject to clause 14.1 the Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Company, its employees, agents or subcontractors).
- 14.3 The Company's total liability per Order to the Client 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, including losses caused by a deliberate breach of the Contract by the Company, its employees, agents or subcontractors shall not exceed the total value of the applicable Order.
- 14.4 This clause 14 shall survive termination of the Contract.

15 GENERAL

- 15.1 The Company has the right to revise and amend these Conditions from time to time.
- 15.2 The Client will be subject to the policies and Conditions in force at the time that the Client places the Order through the Company's Website unless:
 - 15.2.1 any change to those policies or these Conditions is required to be made by law or government authority (in which case it will apply to Orders previously placed by the Client); or
 - 15.2.2 if the Company notifies the Client of the change to those policies or these Conditions before it sends the Order Confirmation to the Client (in which case the Company has the right to assume that the Client has accepted the change to the Conditions, unless the Client notifies the Company to the contrary within 8 Working Hours of receipt by the Client of the change).
- 15.3 The Client accepts that communication with the Company will be mainly electronic. The Company will contact the Client by email and provide the Client with information by posting notices on the Company's Website. Where there is any legal or contractual requirement that a communication shall be in writing, it shall be sufficient that such a communication is made through these electronic means.
- 15.4 All notices under the Contract shall be in writing addressed to:
 - 15.4.1 where the recipient is the Company, sales@warrensoffice.co.uk; or
 - 15.4.2 where the recipient is the Client, the email address set out in the Order.
- 15.5 Notices are deemed to have been duly given by email:
 - 15.5.1 if the email or other electronic transmission is sent on a Working Day before 4.30pm, on that day; or

15.5.2 in any other case, on the next Working Day after the day on which it was sent.

- 15.6 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.7 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.8 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.9 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.10 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.11 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.