



22 LIVE

Revision 1.2
Reviewed 09/02/2023

SALES TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 These Terms and Conditions are the standard terms for the sale of Goods by **22live Limited** is a Private Limited Company, registered in England under number 13771164, whose registered address is Unit 9 Colemeadow Road, Redditch B98 9PB.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

'Business Day' means, any day other than a Saturday, Sunday or bank holiday

'Buyer' means the person who accepts the quotation or offer for the sale of the Goods

'Calendar Day' means any day of the year

'Contract' means the contract for the purchase and sale of Goods, as explained in Clause 4;

'Goods' means the Goods (including any instalments of the Goods or any parts for them) which are to be supplied by the Company to the Buyer as specified in the Buyer's Order (and confirmed in Our Order Confirmation);

'Month' means a calendar month

'Price' means the Price payable for the Goods

'Order' means the Buyer's order for the Goods forming the basis of the contract between both parties

'Order Confirmation' means Our acceptance and confirmation of the Sales Order as described in Clause 4;

'The Company / We / Us / Our' means **22live Limited** a Private Limited Company, registered in England under number 13771164.

- 2.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail or text or other means.

3. BASIS OF SALE

- 3.1 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Company.
- 3.3 Sales literature, Price lists and other documents issued by the Company in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Company unless the Company

has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer by whichever is the earlier of:

3.3.1 the Company's written acceptance;

3.3.2 delivery of the Goods; or

3.3.3 the Company's invoice.

- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, Price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

4. ORDERS AND SPECIFICATIONS

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing with and Order Confirmation by the Company's authorised representative.
- 4.2 The specification for the Goods shall be that set out in the Company's sales documentation unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by the Company). The Goods will only be supplied in the minimum units thereof stated in the Company's Price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, Price lists or other documents issued by the Company are intended as a guide only and shall not be binding on the Company.
- 4.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company on the terms that the Buyer shall indemnify the Company 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 Company as a result of such cancellation.

5. PRICE

- 5.1 The Contract Price of the Goods shall be the Price listed in the Company's quotation or price list current at the date of acceptance of the Buyer's Order or such other Price as may be agreed in writing by the Company and the Buyer.
- 5.2 All Prices for Goods will be quoted in Pounds Stirling (GBP), unless explicitly agreed and show as otherwise, and will be subject to Value Added Tax (VAT). If the rate of VAT changes between the date of the Buyer's Order and the date of the Buyer's payment, the Company will adjust the rate of VAT that the Buyer must pay. Changes in VAT will not affect any Prices where the Company have already received payment in full from the Buyer.
- 5.3 Where the Company has quoted a Price for the Goods other than in accordance with the Company's published Price list the Price quoted shall be valid for 30 days only or such lesser time as the Company may specify.
- 5.4 Our Prices exclude the cost of carriage, packaging, or other charges which become payable. Carriage costs will be added on to the final sum due.
- 5.5 The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

- 5.6 The Company may allow the Buyer quantity discounts, special Prices or discounts subject to and in accordance with the conditions set out in the Company's published Price list for the Goods current at the date of acceptance of the Buyer's order.
- 5.7 The Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Company.

6. PAYMENT

- 6.1 Unless payment has already been received by pro-forma invoice, the Company shall be entitled to invoice the Buyer for the Contract Price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the Contract Price of the Goods less any discount in full prior to delivery, with the exception of where credit terms have been allowed and agreed by the Company. Standard credit terms are payment within 30 Calendar Days of the date of the Company's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Company in respect of the Contract.
- 6.3 Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the Contract Price shall be of the essence of the Contract.
- 6.4 All payments shall be made to the Company as indicated on the form of acceptance or invoice issued by the Company.
- 6.5 The Company is not obliged to accept orders from any customer or buyer who has not supplied the Company with references satisfactory to the Company. If at any time the Company is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further Goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these Terms and Conditions, all amounts owing by the Buyer to the Company shall be immediately payable in cash.
- 6.6 If the Buyer does not make payment to the Company by the due date as shown in/on the invoice, or order confirmation, the Company may charge the Buyer interest on the overdue sum at the rate of 3.5% per annum above the base lending rate of Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. The Buyer must pay any interest due when paying an overdue sum.

7. DELIVERY

- 7.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place specified in the Buyer's order and/or the Company's acceptance and/or the Contract as the location to which the Goods are to be delivered by the Company or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Company shall be entitled upon giving written notice to the Buyer to

store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Company all costs and expenses including storage and insurance charges arising from such failure.

8. EXPORT

- 8.1 Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of despatch.
- 8.2 The Customer is responsible at their own expense to obtain any import or export license, or any other documentation deemed necessary by any compliant authority.

9. NON-DELIVERY

- 9.1 If the Company fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Company's reasonable control (such as manufacturer lead times or delays caused by carrier companies) or the Buyer's or its carrier's fault:
 - 9.1.1 if the Company delivers the Goods within a reasonable time the Company shall have no liability in respect of such late delivery; or
 - 9.1.2 if the Buyer gives written notice to the Company within 14 Calendar Days after the Delivery Date and the Company fails to deliver the Goods within 14 Calendar Days after receiving such notice the Buyer may cancel the order and the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to those not delivered over the Price of the Goods not delivered.

10. INSPECTION/SHORTAGE

- 10.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 10.2 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- 10.3 The Company shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 10 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Company within 2 Business Days of delivery detailing the alleged damage or shortage.
- 10.4 In all cases where defects or shortages are complained of, the Company shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Company before any use is made thereof or any alteration or modification is made thereto by the Buyer.
- 10.5 Subject to sub-Clauses 10.3 and 10.4, the Company shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

11. RISK AND RETENTION OF TITLE

- 11.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
 - 11.1.1 in the case of Goods to be delivered at the Company's premises, the time when the Company notifies the Buyer that the Goods are available for collection; or
 - 11.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the Price of the Goods.

- 11.3 Sub-Clause 11.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Company has received in cleared funds payment in full of the Contract Price of the Goods and any other Goods supplied by the Company and the Buyer has repaid all moneys owed to the Company, regardless of how such indebtedness arose.
- 11.4 Until payment has been made to the Company in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Company and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Company and shall insure the Goods against all reasonable risks.
- 11.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all money owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 11.6 The Company reserves the right to repossess any Goods in which the Company retains title without notice. The Buyer irrevocably authorises the Company to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 11.4.
- 11.7 The Buyer's right to possession of the Goods in which the Company maintains legal and beneficial title shall terminate if:
- 11.7.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;
- 11.7.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 11.7.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 11.7.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

12. EX-HIRE STOCK AND USED STOCK

- 12.1 From time to time the Company sells used goods which may be ex-hire or ex-demonstration, these sales are subject to special terms and conditions as set out in this clause 12. Upon receipt of an order, if the Goods are available the Company will confirm the Order in writing.
- 12.2 Any Goods falling into the category of used, ex-hire, or ex-demonstration are non-returnable unless we have made an error, or the Goods are faulty. If the used Goods sold for parts, the Goods are non-returnable under any circumstances.

13. ASSIGNMENT

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

14. DEFECTIVE GOODS / RETURN OF GOODS

- 14.1 The Company are committed to providing the highest quality service and products, however if on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown” the Buyer gives written notice of such defect to the Company within 2 Business Days of such delivery, the Company shall at its option:
- 14.1.1 replace the defective Goods within the current lead times available on receiving the Buyer’s notice;
or
- 14.1.2 refund to the Buyer the Price for those Goods (or parts thereof, as appropriate) which are defective; but the Company shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.
- 14.2 The Company do not sell products on a trial basis, the Buyer is advised to check suitability and specifications of Goods before ordering. No Goods may be returned to the Company without the prior agreement in writing of the Company. Subject thereto any Goods returned which the Company is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Company’s sole discretion the Company shall refund or credit to the Buyer the Price of such defective Goods but the Company shall have no further liability to the Buyer.
- 14.3 In the event that the Company, discretionally agrees to accept the return for credit of unwanted Goods, the Goods must be returned with the Company’s prior written agreement within 14 days of delivery. The Goods must be unopened, with the manufacturers’ seals intact and in perfect re-saleable condition All Goods returned in these circumstances will be subject to a re-stocking fee levied at 15% of the Price. Please ensure that the Goods you have purchased are to your specification prior to breaking the manufacturers’ seals. This will avoid disappointment and the Goods being rejected, should you wish to return them.
- 14.4 The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Company’s instructions (whether given orally or in writing), misuse or alteration of the Goods without the Company’s prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 14.5 The Company cannot accept liability for returned Goods damaged during transit. It is the Buyer’s responsibility to wrap the Goods adequately to prevent damage. Proof of postage is not proof of delivery, the Buyer is therefore strongly advised to send Goods by recorded delivery, registered post or courier, and to insure the Goods for their full value.
- 14.6 On receipt of the returned Goods, if following the testing process, the Goods are found to be in good working order without defect, We will return the product to the Buyer, and the carriage costs of this return will be the Buyers responsibility. Please note that if you have, in the meantime, required us to provide you with replacement Goods before completion of the testing process, the Buyer will have to pay for this product also.
- 14.7 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.8 Except in respect of death or personal injury caused by the Company’s negligence, or as expressly provided in these Terms and Conditions, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs,

expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

- 14.9 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Company or any competent governmental or regulatory authority and the Buyer will indemnify the Company against any liability loss or damage which the Company might suffer as a result of the Buyer's failure to comply with this condition.

15. MANUFACTURER WARRANTY

- 15.1 Unless otherwise stated in the manufacturer's documentation, all Goods delivered to a UK mainland address may carry a specified manufacturer's warranty. Buyers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure. In order to resolve the problem as quickly as possible, the Buyer will be referred to the product manufacturer who will deal directly with the return. In these instances, the Company will provide you with the contact information for the relevant manufacturer.
- 15.2 This warranty shall not apply if the Goods have been worked upon, altered or damaged in any way by the Buyer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

16. BUYER'S DEFAULT

- 16.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 16.1.1 cancel the order or suspend any further deliveries to the Buyer;
- 16.1.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
- 16.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3.5% per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 16.2 This condition applies if:
- 16.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
- 16.2.2 the Buyer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- 16.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;
- 16.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
- 16.2.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 16.3 If sub-Clause 16.2 applies then, without prejudice to any other right or remedy 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 Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

17. LIMITATION OF LIABILITY

- 17.1 Subject to the provisions of Clauses 8, 9 and 16 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 17.1.1 any breach of these Terms and Conditions or the Contract;
 - 17.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 17.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 17.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 17.3 Nothing in these Terms and Conditions excludes or limits the liability of the Company:
- 17.3.1 for death or personal injury caused by the Company's negligence;
 - 17.3.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 17.3.3 for fraud or fraudulent misrepresentation.
- 17.4 Subject to sub-Clauses 17.2 and 17.3:
- 17.4.1 the Company'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 Contract Price; and
 - 17.4.2 the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

18. CONFIDENTIALITY, PUBLICATIONS AND ENDORSEMENTS

- 18.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Company and will not use or disclose to any third party such information without the Company's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.
- 18.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Company is licensed to use or which is owned by the Company upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Company and (where appropriate) its licensor.
- 18.3 The Buyer will use all reasonable endeavours to ensure compliance with this Clause 18 by its employees, servants and agents.
- 18.4 The provisions of this Clause 18 shall survive the termination of the Contract.

19. COMMUNICATIONS

- 19.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 19.2 Notices shall be deemed to have been duly given:
- 19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid;
or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

19.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. FORCE MAJEURE

20.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic, endemic or any other event that is beyond the control of the Party in question.

21. WAIVER

21.1 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

22. SEVERANCE

22.1 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

23. THIRD PARTY RIGHTS

23.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. LAW AND JURISDICTION

24.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.