

**The Customers attention is particularly drawn to clause 8 which sets out the Supplier total liability under the Contract.**

## **1. INTERPRETATION**

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Order Form:** the form completed by the Customer in which the Customer confirms its intention to instruct the Supplier to provide the Services as selected;

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

**Buyer:** means any person who at any time in the future enters into or exchanges a contract for the purchase of the Property.

**Cancellation Fee:** means the £240 fee charged for cancellation once Services have commenced during the term of the contract.

**Commencement Date:** means the date of formation of the Contract in accordance with clause 2.5.

**Completion Payment:** means the sum (as more specifically set out in the Order Form) payable to the Supplier upon the Customer entering into or exchanging contracts with a Buyer, previously introduced to the Customer by the Supplier during the term of the Contract.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

**Contract:** the contract between the Supplier and the Customer for the provision of the Services as more specifically set out in these Conditions and the Order Form.

**Cooling Off Period:** refers to the 14 calendar day 'cooling-off' period beginning the day after Commencement Date. This period of cancellation is forfeited upon commencement of the Services as specifically set out in the Order Form.

**Customer:** means the person, firm or company as named/set out in the Order Form.

**Force Majeure Event:** has the meaning given in clause 9.

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Major Property Websites:** means including but not limited to [ Rightmove & Zoopla ]

**Marketing Fee:** means the non-refundable sum (set out in the Order Form if applicable) which shall be paid, in advance, on the submission of the Order Form.

**Order:** the Customer's order for the Services as evidenced by submission of the Order Form.

**Property:** means the Property (as more specifically defined in the Order Form) which the Customer has indicated that they wish to sell and in relation to which the Supplier shall provide the Services.

**Services:** means the services to be provided to the Customer under and in accordance with the Contract as selected by the Customer and more specifically set out in the Order Form.

**Sole Agency Period:** the first 24 weeks of marketing from when the date the Services commence.

**Supplier:** Make Ur Move Limited registered in England and Wales with company number 06466785 and whose registered office is located at Citibase, 40 Princess Street, Manchester M1 6DE Registered number in England: 6466785 VAT No: 930 8067 29

## 1.2 Construction.

In these Conditions, the following rules of interpretation apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) 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.
- (e) A reference to **writing** or **written** includes faxes and e-mails.
- (f) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (g) Unless the context otherwise requires, words in the singular shall include the plural and visa versa and, a reference to one gender shall include a reference to the other genders.
- (h) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2. BASIS OF CONTRACT

2.1 These Conditions and the terms stipulated in the Order Form apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and the parties acknowledge that these Conditions shall prevail over any inconsistent terms or conditions contained or referred to in the Order Form or any other terms implied or incorporated into the Contract.

2.2 Any oral contract entered into by the Supplier or an employee of the Supplier shall be subject to these Conditions.

2.3 Any Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions and those set out in the Order Form. The Customer is responsible for ensuring that the terms of the Order Form and Order therein are complete and accurate.

2.4 Once an Order Form has been submitted by the Customer the Order contained therein is binding on the Customer and cannot be withdrawn. Therefore, should the Customer find any part of these Conditions or the Order Form unclear, clarification should be sought from the Supplier before submitting the Order Form.

2.5 The Customer's Order shall only be deemed to be accepted when the Supplier has issued a written acceptance of the Order, at which point the Contract shall come into existence. The Supplier is at liberty to decide whether to accept or reject any Order made.

2.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force. Unless agreed otherwise in writing, the Supplier accepts no liability for losses incurred by any party as a result of reliance on any such information.

2.8 The Services shall be supplied to the Customer from the date notified by the Supplier in writing to the Customer (such date being on or after the Commencement Date) until terminated in accordance with clause 6.

### 3. SUPPLIER OBLIGATIONS

3.1 The Supplier shall use reasonable endeavours to:

(a) Meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the provision of the Services;

(b) Market the Property with no less than 2 of the Major Property Websites during the term of the Contract (for the avoidance of doubt, the Supplier makes no representations as to the priority or prominence of any advertisement made of the Property on any of the Major Property Websites or as to which websites the Property will be advertised on);

(c) Visit the property to take photographs, prepare a floor plan and prepare a property description for the purposes of marketing the Property.

3.2 The Supplier shall forward to the Customer in writing, all offers received for the purchase of the Property and shall keep a record of all offers made (which shall be available to the Customer subject to receipt of no less than 48 hours prior written request).

3.3 The Supplier 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 Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Supplier reserves the right to refuse to publish or even withdraw any information or marketing materials in relation to the Property if the Supplier believes for any reason that such information may be untrue, inaccurate or misleading.

3.6 The Supplier will provide valuation tools and a comparable report to assist the Customer in assessing the value at which it wishes to market the Property. For the avoidance of doubt, any valuation adduced using the valuation tools, the comparable reports or advice from the Supplier shall be a matter of opinion and the Supplier makes no representations that any such valuation shall represent an accurate market value at that time or that such a value will be achieved on any subsequent sale of the Property. The Customer acknowledges that it will be solely the Customer's responsibility to set a valuation and that the Supplier shall not be liable if any such valuation is later found to be below market value or too high to attract interest from prospective Buyers.

3.7 Where the Customer wishes to vary the value the Property is marketed at the Customer will provide the Supplier with written notice, confirming the new price at which the Property should be marketed. The Supplier will use reasonable endeavours to amend the marketing materials (any costs incurred in undertaking any such variations shall be invoiced to the Customer) it has provided in relation to the Property within 10 Business Days of receipt such notice.

### 4. CUSTOMER OBLIGATIONS

**4.1 The Supplier is required by s.21 of the Estate Agents Act 1979 to disclose any personal interest to any perspective purchaser. Should either party become aware of any personal interest between the Supplier, its agents or employees and the Customer then that party shall disclose such information to the other immediately without delay. The Customer shall indemnify the Supplier in the event of a failure to notify the Supplier of a personal interest in accordance with this clause against any loss incurred (including but not limited to any direct, indirect or consequential losses).**

4.2 The Customer warrants that:

(a) It is the owner of the Property and entitled to enter into a binding contract in relation to the Services and/or the sale of the Property (for the avoidance of doubt, the Customer shall be solely liable to make payment of all fees under the Contract unless expressly agreed in writing with the Supplier otherwise in which case such third party shall be jointly and severally liable for all fees payable under the Contract);

**(b) the information contained in the Order Form is true, complete and accurate at the point of submission and it shall inform the Supplier immediately if any such information becomes**

**untrue, inaccurate, false or misleading at any point during the term of the Contract. For the avoidance of doubt, the Customer shall indemnify the Supplier for any loss it incurs as a result of any information displayed (including but not limited to floor plans, pictures or the Property description) being held to be misleading under the Consumer Protection from Unfair Trading Regulations 2008;**

(c) provide (upon receipt of 24 hours prior notice) in a timely manner any such information requested by the Supplier, its agents, subcontractors and/or employees for the purposes of carrying out the Services and shall ensure that any such information provided is accurate in all respects;

(d) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner with access to the Property (subject to receipt of 24 hours prior notice) as required by the Supplier or any of them in order to supply the Services (for the avoidance of doubt, the Supplier shall be deemed to have commenced the Services immediately upon attendance at the Property (provided such attendance at the Property is in accordance with the Supplier having provided at least 24 hours prior notice) regardless of whether the Supplier granted access to the Property);

(e) by entering into a Contract it is not acting in breach of any agreement to which it is a party (for the avoidance of doubt, the Customer acknowledges that where it is already party to an agency agreement, whether on sole or multiple agency terms it may be liable to pay more than one agents fees on the subsequent sale of a property. If the Customer is unsure of any of the

terms of the agreements it has entered into then it should seek independent legal advice);;

(f) the use of any information, pictures or any other promotional materials provided by the Customer to the Supplier will not infringe the Intellectual Property rights of any other person and the Customer shall indemnify the Supplier, its employees, agents and subcontractors against any loss suffered as a result of a third party claim for breach of their Intellectual Property rights;

**(g) provide to the Supplier on demand evidence (which is neither false nor misleading) of its identity and proof of address and the same for all parties involved in the sale of the Property to enable the Supplier to comply with its obligations under the Money Laundering Regulations 2007.**

4.3 The Customer shall:

(a) Maintain the Property in a good state of repair and ensure that the Property is clean, tidy and safe for prospective Buyers to attend and view the Property at such times as the Supplier may require provided that the Supplier has provided no less than 24 hours notice of such a viewing;

(b) Inform the Supplier of any damage caused to the Property or changes made to the Property during the term of the Contract;

(c) Ensure that an EPC is obtained for the Property prior to the Supplier commencing the Services or shall instruct the Supplier to obtain a suitable EPC for the Property;

**(d) Be responsible for monitoring all marketing and promotional materials in relation to the Property throughout the duration of the Contract and shall inform the Supplier immediately if any of the information displayed on the Supplier's website or marketing materials in relation to the Property is in any way incorrect or misleading.**

4.4 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer ("Customer Default"), the Supplier shall:

(a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; and

(b) without limiting its other rights and remedies, have the right to suspend performance of the Services until the Customer remedies such Customer Default and to rely on the Customer Default to relieve it from performance of any of its obligations until such Customer Default is remedied.

4.5 The Customer shall be liable to pay to the Supplier, on demand, all costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its

obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

4.6 Where the Customer has indicated on the Order Form that it requires the Supplier to provide and affix a "For Sale" sign to the Property, the Customer consents to the Supplier affixing a "For Sale" sign (subject to the Town and Country Planning (Control of Advertisements) – (Amendment No2) – Regulations 1989, or other sale signage outside of the Property throughout the term of the Contract. The Customer warrants that it has not affixed or agreed to affix any other "For Sale" sign or other advertising signage to the Property. In accordance with planning regulations, the Customer shall only allow one board to be placed outside the Property. The parties are jointly responsible in law for ensuring compliance with this requirement. In the event that an additional "For Sale" or any other signage is affixed to the Property without the prior consent of the Supplier then the Customer shall indemnify the Supplier against any loss it suffers or incurs as a result of this breach of Contract.

4.8 The Customer agrees that all negotiations for the sale of the Property shall be carried out by the Supplier.

4.7 The Customer shall inform the Supplier of all direct and/or indirect offers it receives, whether privately or

via another estate agent, and shall disclose the identity of any such proposed Buyer to the Supplier prior to completion of any sale of the Property.

## 5. PRICE AND PAYMENT

5.1 The Customer shall pay the Marketing Fee (if applicable) on submission of the Order Form.

5.2 The Marketing Fee is non-refundable, save where the Customer cancels the Contract in accordance with the cooling off provisions more specifically set out in the Order Form.

5.3 The Contract entered into shall be on a sole agency basis for a period of 24 weeks from the commencement of Services as specified in the Order Form. During this time you may not instruct any other agent. The Customer will be liable for the Completion fee in the event that do instruct an agent during the Sole Agency Period in accordance with 4.8

5.4 Where the Customer indicates in the Order Form that it requires the Supplier to affix a "For Sale" sign to the Property the Customer shall make payment of the fee indicated in the Order Form on submission of the Order Form.

5.5 Where the Customer selection for Services on the Order Form specifies that a Completion Payment will apply then the Customer will be liable to pay the Completion Payment to the Supplier (in addition to any other costs or charges), if at any time unconditional contracts for the sale of the Property are exchanged (during the term of the Contract and for a period of 12 months from the date of termination of the Contract) with a Buyer introduced by the Supplier or with a Buyer who was brought to the Customers attention by the Supplier during the term of the Contract.

5.6 In the case of a conditional contract, an unconditional contract will be deemed to have been exchanged on the date of the satisfaction of the last condition or, earlier, on the date of the completion of the transaction notwithstanding any condition remains to be satisfied.

5.7 The Customer shall be liable for all other fees and expenses incurred by the Supplier in the provision of the Services or as agreed between the parties in writing.

5.8 The Customer agrees that the Supplier may request any outstanding fees from the instructed conveyancer acting in the completion from completion funds.

5.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("**Due Date**"), then:

(a) the Supplier shall not be obliged to continue to supply the Services (or any part thereof that has not been supplied) until payment has been made in full; and

(b) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis and be compounded quarterly from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue

amount. Furthermore, the Supplier shall be entitled to charge the Customer for reasonable expenses incurred by the Supplier in obtaining payment of any amounts due and owing under the Contract.

5.10 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

5.11 The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.12 Time for payment shall be of the essence of the Contract.

## **6. TERMINATION**

6.1 Either party may terminate the Contract upon providing the other party with no less than 20 Business Days written notice once the Sole Agency period has expired.

6.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract immediately without liability to the other if:

a) the other party commits a material breach of any of its obligations under the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that being notified in writing of the breach.

b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (being a natural person) 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

c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

d) the other party (being an individual) is the subject of a bankruptcy petition or order;

e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;

f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

g) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 6.2(b) to condition 6.2(k) (inclusive); or

6.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the Due Date for payment and remains in default not less than 5 Business Days after being notified in writing to make such payment

6.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **7. CONSEQUENCES OF TERMINATION**

7.1 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all outstanding unpaid fees, in respect of the Services and all other costs and expenses, including but not limited to the Cancellation Fee of £240 that the Supplier incurs in connection with the premature termination of the Contract.

7.2 The Customer shall remain liable to make payment of the Completion Payment for a period of 12 months after termination of the Contract in accordance with clause 5.5.

## **8. LIMITATION OF LIABILITY**

8.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract howsoever arising;
- (b) any use made by the Customer of the Services; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

8.2 Except as provided for in these Conditions and the Order Form, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. The Supplier provides no warranty or guarantee in relation to any services supplied by a third party in relation to the Contract.

8.3 Nothing in these conditions excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

8.4 Subject to condition 8.2 and condition 8.3:

(a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) loss or corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) the Supplier's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

8.5 The Customer and Supplier have freely negotiated the Contract including the price for the Services in the knowledge that the liability of the Supplier is to be limited. A higher price would be payable but for such limitation.

## **9. FORCE MAJEURE**

9.1 The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

9.2 A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources

or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, delay or failure by a third party to deliver Goods to the Supplier in accordance with any agreement the Supplier has with a third party, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **10. COMPLAINTS PROCEDURE**

10.1 If the Customer is not satisfied with the service it receives or it has any suggestions as to how the Supplier could do better, then it should raise these concerns informally with the agent dealing with the Property. If the Customer prefers, as an alternative, they should contact Charlotte Dowe who is the person with overall responsibility for the Supplier's relationship with the Customer. If this does not resolve things to the Customer satisfaction then the Customer should write to Alexandra Hargreaves explaining its complaint and what the Customer would like the Supplier to do to resolve matters.

10.2 If the Customer is still not satisfied that their complaint has been dealt with sufficiently to their satisfaction then the Customer should contact the Property Ombudsman.

10.3 Where the Customer intends to contact the ombudsman in accordance with clause 10.2 it should first ensure that it has attempted to resolve any issues in accordance with the procedure set out in clause 10.1. Furthermore, prior to contacting the ombudsman it should notify the Supplier of its decision to do so and explain the reasons as to why it feels its complaint has not been dealt with in a satisfactory manner. The ombudsman will act impartially and will be free to take the initiative in ascertaining the facts and the law and will usually reach a decision within 28 days of being instructed (or such longer period as may be agreed with the parties). Any decision of the ombudsman will be binding on both parties unless a party issues legal proceedings in relation to the disputed. Further information in relation to the ombudsman and the complaints procedure which they will follow can be found on [www.tpos.co.uk](http://www.tpos.co.uk).

10.4 During the complaints procedure set out in clause 10.1 and or after instructing the ombudsman in accordance with clauses 10.2 and 10.3 each party to the Contract must continue to comply with their obligations as stated in the Contract.

## **11. GENERAL**

### **11.1 Assignment and subcontracting.**

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

### **11.2 Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at such address as that party may have most recently used in its



correspondence with the other party, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **11.3 Severance.**

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**11.4 Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**11.5 Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

**11.6 Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

**11.7 Partnership.** Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties

**11.8 Governing law and jurisdiction.** The 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, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.