# HIGHFIELD CARAVANS LIMITED - CONDITIONS OF BUSINESS
## The Customer's attention is in particular drawn to the provisions of Conditions 11.3 to 11.5

**1. Interpretation**

1.1 The definitions and rules of interpretation in this condition apply in these Conditions:
**Company**: Highfield Caravans Limited (Company Number: 717590) whose registered office is at 331 Queen Street, Withernsea, East Yorkshire, HU19 2NU;
**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with condition 2.3;
**Contract**: any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Conditions;
**Customer**: the person, firm or company who purchases the Goods from the Company and who is usually, but not always, a trade customer such as a caravan park or a caravan dealer;
**First Owner:** means the first consumer buying the Goods including any such person to whom the Goods are subsequently transferred, as provided for in the Manufacturer's Warranty;
**Goods**: any static, mobile caravan holiday home or lodge or any other goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);
**Manufacturer's Warranty:** has the meaning given in condition 12.4; and
**Order:** the Customer's order for the Goods or the Customer's written acceptance of the Company's quotation, as the case may be.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it or any codes of practice referred to in these Conditions.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

**2. Application of Terms**

2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document or which are imposed by trade custom, practice or course of dealing).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Customer 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.

2.4 Each Order constitutes an offer by the Customer to buy the Goods subject to these Conditions.

2.5 No Order placed by the Customer shall be deemed to be accepted by the Company until the Company acknowledges the Order (either orally or in writing) and indicates that the Order has been accepted or (if earlier) the Company delivers the Goods to the Customer, at which point the Contract shall come into existence.

2.6 The Customer shall ensure that the terms of its Order and any applicable specification are complete and accurate.

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

2.8 The parties recognise that the specification and manufacture of the Goods is a complex process. This requires many different components to be selected and sourced for the construction of the Goods by the manufacturer. Individual orders have then to be scheduled and batched for production over a number of weeks on the manufacturing facilities. There can be long lead times between a Customer's initial enquiry and completion of firm orders. The Customer and the Company agree that, whilst the Customer's initial enquiry will indicate a "required by date", which the Company will make reasonable endeavours to meet, the Company is likely and entitled to substitute that date with an "expected available date" through the order process, and then with a confirmed date, closer to the planned production start date.

**3. Description**

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or trade literature are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

**4. Delivery**

4.1 Unless otherwise agreed by the Company, delivery of the Goods shall take place at the manufacturer's place of business.

4.2 If delivery is to take place at either the Company's place of business or the manufacturer's place of business, unless otherwise agreed, delivery shall take place when the Customer or the Customer's carrier collects the Goods. The Customer shall be responsible for arranging for the Goods to be collected from the agreed place of delivery and will collect the Goods (or ensure that they are collected by the Customer's carrier) within 14 days of the Company giving the Customer notice that the Goods are ready for collection.

4.3 If the Company agrees, on the Customer's behalf, to arrange for a third party carrier to deliver the Goods to premises specified by the Customer, delivery shall take place when the Goods are delivered to the Customer by the Company's carrier, and the Customer shall take delivery of the Goods when the Goods are delivered to the agreed place by the carrier.

4.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence and shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.5 The Company may deliver the Goods before any quoted delivery date and will give the Customer at least 7 days notice of the new date for delivery unless the Customer agrees delivery can be within this 7 day notice period.

4.6 Subject to the other provisions of these Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.7 If for any reason the Customer fails to accept delivery of any of the Goods when they are delivered to the agreed place by the Company's carrier, or fails to collect the Goods (or ensure that they are collected by the Customer's carrier) within 14 days of the Company giving notice that the Goods are ready for collection, or the Company (or the Company's carrier) is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
(b) the Goods shall be deemed to have been delivered on the 14th day after which the Company has given notice that the Goods are ready for collection;
(c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
(d) the Company may invoice the Customer for the full price of the Goods and any related costs such as delivery, storage and insurance and may resell the Goods.

4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract and each instalment shall be deemed to be sold under a separate and independent Contract.

**5. Non-delivery**

5.1 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 14 days of the date when the Company notifies the Customer that the Goods are ready for collection.

5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods at the option of the Company.

**6. Risk/Title**

6.1 Subject to condition 4.7 the Goods are at the risk of the Customer from the time of delivery. For the avoidance of doubt and subject to condition 4.7, where delivery is to take place at the manufacturer's or Company's premises, the Goods are at the risk of the Customer from the time the Customer collects the Goods (or the Customer's carrier collects the Goods). Where the Company arranges for a third party carrier to deliver the Goods to premises specified by the Customer, the Goods are at the risk of the Customer from the time the carrier delivers the Goods to the premises specified by the Customer.

6.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
(a) the Goods; and
(b) all other sums which are or which become due to the Company from the Customer on any account.

6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
(a) hold the Goods on a fiduciary basis as the Company's bailee;
(b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods nor materially and adversely change the specification of the Goods;
(d) not move any Goods between caravan parks without the prior written agreement of the Company;
(e) not use the Goods other than for demonstration purposes with prospective purchasers; and
(f) maintain the Goods in satisfactory condition, keep them protected against the elements and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

6.4 The Customer may resell the Goods before ownership has passed to it solely on the following Conditions:
(a) any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owed by the Customer to the Company on behalf of the Company and the Customer shall account to the Company accordingly; and
(b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal and not as the Supplier's agent when making such a sale.

6.5 The Customer's right to possession of the Goods shall terminate immediately if:
(a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
(c) the Customer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

6.10 The Customer acknowledges that until title to the Goods has passed to the Customer any Goods invoiced with a serial number ending with "LOM" or any other initials or markings notified to the customer by the Company that either Lombard North Central plc or any other finance company:-
(a) retains full legal and beneficial title to the Goods and that the Customer will neither do nor procure or permit anything to be done which will or might adversely affect Lombard North Central plc or any other finance company's right, title and interest in and to the Goods;
(b) may at any time during the Customer's normal business hours enter upon the site for the purpose of checking and or auditing and or taking possession of the Goods; and
(c) may issue reasonable instructions to which the Customer will comply with in respect of possession, maintenance or delivery up of the Goods or otherwise.

**7. Insurance**

The Customer must take out and maintain in force adequate and appropriate insurance with a reputable insurance company in respect of the Goods from the time risk in the Goods passes to the Customer in accordance with condition 6 until the Customer has paid the Company the full price of the Goods. The Goods must be insured against loss or damage by accident, fire and theft to the full replacement value under a comprehensive policy of insurance free from restriction or excess.

**8. Price**

8.1 Unless otherwise agreed by the Company as a fixed price, the Company upon written notice to the Customer may increase the price at any time before delivery if the cost of materials, labour or overheads relating to the production of the Goods has risen since the date of the Company's acknowledgement, and as a result the price payable by the Company to the manufacturer for the Goods has increased.

8.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and delivery, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.

**9. Payment**

9.1 The Company may require cleared funds from the Customer for the price of the Goods in advance of delivery.

9.2 Unless otherwise agreed in writing, the Customer must pay for the Goods within 7 days of the date of invoice unless the invoice indicates that payment must be made by a specified "due date" in which case payment must be made in accordance with condition 9.3.

9.3 If the Company agrees in writing (or indicates in the invoice) that payment must be made by a specified "due date" the Customer must pay the price of the Goods in full and cleared funds on or before the payment "due date" shown on the invoice or when the Goods are resold by the Customer or connected to the mains services (whichever occurs first).

9.4 Time for payment shall be of the essence.

9.5 No payment shall be deemed to have been received until the Company has received cleared funds.

9.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.7 The Customer 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 Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract:
(a) the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of HSBC UK Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment;
(b) the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
(c) the Company shall be entitled to cancel the Contract or suspend any further deliveries to the Customer; and
(d) the Company shall be entitled to disallow discounts to the Customer in the future.

**10. Quality**

10.1 The Customer acknowledges that the Company is not the manufacturer of the Goods and therefore the Company makes no warranty, guarantee or representations in relation to the Goods. The Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer, and will liaise with the manufacturer in relation to any defects notified by the Customer to the Company provided the Customer has complied with its obligations set out in these Conditions.

10.2 The Customer acknowledges that the Goods are supplied by the Company for re-sale and are supplied with a 12 month Manufacturer's Warranty provided by the manufacturer for the benefit of the First Owner only and only where the Customer and the First Owner have followed the proper procedures as indicated in the Manufacturer's Warranty and these Conditions. The Customer acknowledges that the Company is not responsible for any claims made under the Manufacturer's Warranty and will only be responsible for liaising with the manufacturer in respect of the Manufacturer's Warranty as set out in condition 12.4.

**11. Limitation of Liability**

11.1 Subject to condition 4, condition 5 and condition 10, 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 Customer in respect of:
(a) any breach of these Conditions;
(b) any use made or resale by the Customer of any of the Goods; and
(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Nothing in these Conditions excludes or limits the liability of the Company:
(a) for death or personal injury caused by the Company's negligence; or
(b) under section 2(3), Consumer Protection Act 1987; or
(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
(d) for fraud or fraudulent misrepresentation.

11.3 Subject to condition 11.2:
(a) 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 price of the Goods to which the breach relates; and
(b) the Company shall not be liable to the Customer 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.

11.4 Subject to condition 11.2 the Company will not be liable for the costs of any repairs carried out by the Customer unless the Customer obtains written authorisation from the Company before commencing any work and the Company agrees it will be liable for the costs of such repairs.

11.5 Subject to condition 11.2, the Company will not be liable for any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application, use or repair of the Goods unless such advice or recommendation is confirmed in writing by a director of the Company.

11.6 This condition 11 shall survive termination of the Contract.

**12. Customer's Obligations**

12.1 When the Goods are collected by the Customer or delivered to the Customer by the Company's carrier, the Customer must check the Goods for external damage and sign a delivery note to indicate that the Goods are free of external damage and in good condition, or, alternatively, note any external damage on the delivery note.

12.2 If the Goods are collected by the Customer's carrier, the Customer must ensure that the Customer's carrier checks the Goods on collection for external damage and signs a delivery note to indicate that the Goods are free of external damage on collection. When the carrier delivers the Goods to the Customer the Customer will check the Goods for external damage and sign a delivery note to indicate that the Goods are free from external damage. The Company is not liable for any external defects which were not recorded by the Customer's carrier on collection and the Customer must take up any such claims with its carrier.

12.3 In addition to the inspections carried out under condition 12.1 or 12.2, the Customer shall carry out a further thorough inspection of the Goods within 72 hours of delivery and record any defects or missing items on the 72 hour checklist provided with the Goods and fax or e-mail this to the Company within 72 hours of delivery. The Customer shall not re-sell the Goods before this inspection is carried out. The Customer shall carry out a further inspection of the Goods after the Goods have been re-sold and sited and carry out any minor remedial adjustment work shown by that inspection to be necessary at its own cost in accordance with the manufacturer's instructions. If the Customer is in any doubt as to whether it should carry out any such remedial works itself the Customer should consult the after-sales manager of the Company.

12.4 The Customer acknowledges that the Goods are supplied by the Company for re-sale and are supplied with a manufacturer's warranty for the benefit of the **First Owner** only ("the Manufacturer's Warranty"), which is set out in a separate document pack and is to be provided to the First Owner of the Goods rather than to the Customer.

12.5 The Customer acknowledges that the First Owner shall not be entitled to any benefit under the Manufacturer's Warranty until:

(a) the Customer has fulfilled all its obligations under the conditions at condition 6.7 and this condition 12;

(b) the Customer has followed the proper procedure as indicated in the Manufacturer's Warranty (including the provision of all required details relating to the First Owner to the manufacturer); and

(c) payment for the Goods has been received by the Company in full.

The Customer shall take reasonable steps to ensure the First Owner is aware of these stipulations and shall provide all necessary assistance to the First Owner to enable the First Owner to comply with their own obligations.

12.6 The Customer further acknowledges that it has read and understood the terms of the Manufacturer's Warranty and will comply with the obligations placed on it as contained therein. More specifically the Customer shall:

(a) complete the registration documentation in full in conjunction with the First Owner and promptly return it to the manufacturer or the Company (as applicable) (ensuring all required details are complete);

(b) complete the pre-handover procedure in accordance with the Guidelines of Good Practice laid down by the NCC (National Caravan Council) and BH & HPA (British Holiday & Home Park Association), in particular:

(i) check that all items are present in accordance with the Contract;

(ii) inspect the Goods for any quality defects;

(iii) test all appliances;

(iv) clean and present the Goods ready for handover to the First Owner;

(v) connect all utilities using suitably experienced and certified persons and obtain certificates from them in respect of the connections and hand them to the First Owner; and

(vi) (where applicable) correctly site and level the Goods including door adjustments where necessary;

(c) provide all information regarding the Manufacturer's Warranty to the First Owner;

(d) be responsible for dealing with all First Owner enquiries/complaints/claims;

(e) follow all procedures laid down by the Company;

(f) complete and return all forms and checklists provided by the Company in full without omission (including (without limitation) all required contact details of the First Owner);

(g) upon immediate receipt of any notification sent to the Customer in relation to the Manufacturer's Warranty provide the Company with all the information required by the Company in relation to such notification to allow the Company to respond to the notification appropriately;

(h) provide to the Company all information reasonably required by the Company within 2 working days and ensure that all claims made must:

(i) be reported under the Manufacturer's Warranty;

(ii) keep a written record of all claims relating to each holiday home;

(i) notify the Company when it sells the Goods to a First Owner, and provide all relevant information relating to this;

(j) notify the Company in writing if any First Owner writes to the Customer indicating that they do not wish the Company or its agents to access their holiday home in their absence for the purposes of carrying out repairs under the terms of the Manufacturer's Warranty;

(k) make available all paperwork sent to and received from the First Owner after the Goods have been sold to the First Owner; and

(l) follow all reasonable instructions issued from time to time by the Company.

12.7 The Customer shall not re-sell the Goods with the benefit of the Manufacturer's Warranty unless (acting reasonably) it is satisfied that the Goods, as at the handover date to the First Owner, comply with the Contract and that the Goods are of satisfactory quality and fit for the purpose of a holiday caravan as defined by the National Caravan Council. If the Customer resells the Goods without being satisfied as to the above (acting reasonably), the Company will not accept the return of the Goods (although the Company may liaise with the manufacture on the repair of the Goods under the terms of the Manufacturer's Warranty).

12.8 The Customer must ensure the First Owner is made aware of the need to follow any registration and/or claims procedure required by any third-party warranties in relation to furnishings, white and brown goods.

12.9 If any claims are notified to the Customer by a consumer under the Manufacturer's Warranty , the Customer shall provide the Company with full written details of the claim promptly and shall liaise with the Company and the consumer and use reasonable endeavours to ensure the consumer is satisfied with the service provided. The Company will not be responsible for liaising with the consumer or for carrying out any repairs but will pass details of the claim to the manufacturer and liaise with the manufacturer and the Customer. The Customer will ensure that all acts done in relation to the Goods are carried out by fully qualified personnel who have been properly trained in accordance with all health and safety guidelines in order to provide quality Goods at a safe standard.

12.10 The Customer will comply with industry best practice and all standards/guidelines laid down by the National Caravan Council/British Holiday & Home Parks Association, in particular with the Code of Practice for Transport, Movement, Siting and Commissioning of Holiday Caravans.

12.11 If the Company agrees in writing (or indicates in the invoice) that the Customer must pay for the Goods by a specified "due date", the Customer must notify the Company immediately when the Goods are sold or connected to the mains services if this occurs before the specified "due date" as this will trigger payment.

12.12 The Customer will not use the Goods as a permanent residence or for any purpose other than a caravan or holiday home unless the Goods are built to residential standards which is BS3632:2005.

12.13 The Customer will endeavour to sell the Goods to a First Owner within 12 months of the latter of the date upon which manufacture is complete and the Goods are ready for collection, as delivery after this time will affect the Manufacturer's Warranty given to the First Owner by the manufacturer.

12.14 The Customer acknowledges that where failure to perform any of the obligations set out in this condition 12 results in any claims, damages or loss to be incurred by the Company, the Customer will make good such loss.

**13. Assignment**

13.1 The Company may assign the Contract or any part of it to any person, firm or company.

13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

**14. Force Majeure**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances 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, pandemic, 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, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

**15. Breach of Contract/Insolvency**

15.1 Without limiting its other rights or remedies, the Company shall have the right at any time and for any reason to immediately terminate the Contract in whole or in part by giving the Customer written notice, whereupon all work on the Contract shall be discontinued without liability to the Company, if:

(a) the Customer commits a material breach of the Conditions of the Contract; or

(b) any distress, execution or other process is levied upon any of the assets of the Customer; or

(c) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(d) the Customer ceases or threatens to cease to carry on its business; or

(e) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer to adequately fulfil its payment obligations under the Contract has been placed in jeopardy.

15.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

15.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

15.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.5 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

**16. General**

16.1 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.

16.2 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.

16.3 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.

16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 Except for as set out in condition 6.10 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.

16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**17. Communications**

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

17.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of the Sales Director.