

These are the General Conditions for the Supply and Fix or Installation of roofing products by Stoneleaf Building Materials Limited trading as "Adlards Roofing".

These Conditions combined with Your Order or Our quotation contain the entire obligations between You and Us, and in the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by You to Us, whatever may be their respective dates, the provisions of these Conditions shall prevail. Please read this document carefully as We intend to rely on it.

**These Conditions create binding legal obligations for You and Us. Before placing an Order with Us, or accepting Our quotation, You should read this document carefully and ensure it contains everything You require and nothing unacceptable to You. If there is anything that You do not understand please contact us immediately or seek Your own advice. Your attention is particularly drawn to the provisions of clauses 16.1 and 16.6.**

## 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these conditions.

**Consumer:** You if Your Order or acceptance of Our quotation is not for the purposes of Your trade, business or profession.

**Contract:** the contract between You and Us for the supply and installation of Goods which is formed when We accept Your Order or when You accept our quotation, incorporating these conditions (the "Conditions").

**Goods:** any goods that We agree in the Contract to supply to You (including any part or parts of them).

**Location:** the premises where the Services are to be performed.

**Order:** Your final order for Goods and Your final request for the provision of Services by Us as more fully described at clause 2.

**Our, Us, or We:** Stoneleaf Building Materials Limited, a company registered in England & Wales with company registration number 03877699 and whose registered office is at 146 New London Road, Chelmsford, Essex CM2 0AW.

**Services:** the installation and fitting services We have agreed to supply to You as more specifically described in Your final Order as subsequently accepted by Us pursuant to clause 2.8 or in Our quotation.

**You, or Your:** the person, firm or company who purchases Goods from Us being a party to the Contract. If there are more than one of you, then You means both of you, and Your obligations are joint and several.

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.

1.3 Headings do not affect the interpretation of these conditions.

1.4 A reference to writing or written does not include faxes or e-mail.

1.5 A reference to a day is to a calendar day unless stated otherwise.

## 2. SUPPLY AND INSTALLATION OF GOODS AND ORDERING

2.1 We shall discuss Your requirements with You and subject to Your compliance with clause 3.3 We shall recommend appropriate Goods for Your situation and arrange for the provision of Our Services. Your attention is drawn to the provisions of clause 3.

2.2 Before We can arrange for the supply of Goods and provision of Services to You, You must:

- (a) provide Us with Your Order, or
- (b) accept Our quotation without amendment by returning Our quotation to Us signed by You.

2.3 Our quotation is provided to You on the basis that no Contract shall come into existence until We have accepted Your Order in accordance with clause 2.8.

2.4 Our quotation is only valid for a period of 30 days from its date, unless it states otherwise, provided that We have not previously notified You that We have withdrawn it.

2.5 Your Order must:

- (a) be in writing or, if given orally, confirmed in writing within two days;
- (b) specify the type and quantity of Goods required; and
- (c) specify the type and quantity of Services required

2.6 You will be responsible for ensuring the completeness and accuracy of Your Order, and for providing Us with any relevant information relating to it.

2.7 Each Order will be deemed by Us to be a separate offer by You to purchase Goods and Services on the terms of these conditions, which We shall be free to accept or decline at Our absolute discretion.

2.8 No Order shall be deemed to have been accepted by Us until We confirm that Your Order has been accepted, or (if earlier) We notify You that We are ready to deliver the Goods to the Location.

2.9 Each Order or acceptance of a quotation for Goods and Services by You shall be deemed to be Your offer to buy Goods and Services subject to these conditions.

## 3. ADVICE

3.1 If You are in any doubt about which Goods to select, or how to use them, You must seek the advice of a skilled specialist.

3.2 Any advice or recommendation given by Us to You relating to the Goods is based entirely on information provided by You. We can only recommend products available to Us but other products are available through other suppliers which may be more suitable for You. We have not conducted any independent survey or additional verification of the information provided by You prior to advising You or commencing the provision of Our Services.

3.3 You warrant to Us that You have provided Us with all relevant information about your intended use and application of the Goods.

3.4 Any advice We provide to You about the storage and application of the Goods which is not confirmed by Us in writing is taken entirely at Your risk and given without liability to Us or Our employees.

## 4. YOUR OBLIGATIONS

4.1 You must:

- (a) co-operate with Us in all matters relating to the provision of the Services;
- (b) comply with clause 2.6;
- (c) comply with clause 3.3;
- (d) provide Us, in a timely manner and at no charge, with access to the Location;
- (e) provide Us, in a timely manner, such information as We may reasonably require to comply with our obligations and ensure that it is accurate in all material respects;
- (f) be responsible (at Your own cost) for preparing the Location in advance of Our performance of the Services;
- (g) inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Location;

- (h) inform Us of any particular features that You know about or that You reasonably suspect might make the provision of Our Services more difficult than We might reasonably expect;
- (i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which Our provision of the Services are to start;
- (j) ensure that You have permission to use any plans or drawings You supply to Us

## 5. OUR OBLIGATIONS

- 5.1 We will use reasonable endeavours to deliver the Goods to You at the Location and provide the Services with reasonable skill and care at the Location in accordance in all material respects with the Contract.
- 5.2 We shall use reasonable endeavours to meet any performance dates specified in the Contract but any such dates shall be estimates only and time shall not be of the essence for the delivery of the Goods or the performance of the Services.
- 5.3 We shall use reasonable endeavours to observe all health and safety rules and regulations and security requirements that You have notified Us about prior to Our commencement of the provision of the Services provided that if as a result of such observation We shall not be liable under the Contract if We are in breach of any of any of Our obligations under the Contract.
- 5.4 Upon arrival at the Location and before We commence the provision of the Services, We will carry out an inspection to confirm, so far as is practicable, that You have complied with Your obligations pursuant to the Contract. If any information You have provided or any assumptions We have reasonably made are not correct, and You have not previously drawn this to Our attention, then:
  - (a) We may terminate the Contract immediately, and in such circumstances, We will refund any payment made by You less any charges we have reasonably incurred in relation to the supply of the Goods and the provision of the Services at the time of termination; or
  - (b) We will advise You of the variations required to the Goods or the Services, which shall be deemed to be additional Goods or Services for which additional fees will apply. If You fail to agree such additional charges, We shall not be obliged to carry out the Services or the additional works, and the provisions of clause 5.4(a) will apply.

## 6. PRICE

- 6.1 Unless otherwise agreed by Us in writing, the price for the Goods and for the provision of Our Services shall be the price set out in Our quotation. If We have not provided you with a quotation, the price of Goods will be as specified in Our price list on the date We accept Your Order, and the price of Our Services will be advised to You separately based on Our standard daily rates.
- 6.2 Unless otherwise stated, the price for the Goods and Services shall be exclusive of any value added tax (VAT) and all costs or charges We incur in relation to packaging, loading, unloading, carriage and insurance of the Goods, all of which amounts You must pay.
- 6.3 We may raise Our prices at any time before We accept Your Order.

## 7. PAYMENT

- 7.1 We shall be entitled to invoice You for Our charges (Our "Invoice") on or at any time after the Contract is formed, even though delivery of the Goods may not have occurred or the provision of Our Services may not have commenced or concluded.
- 7.2 You must pay Our Invoice in full by the final working day of the calendar month after the Contract is formed, and in any event, on or before delivery of the Goods to the Location, unless We have agreed otherwise with You in writing.

- 7.3 Payment of Our Invoice is due in cleared funds and in pounds sterling.
- 7.4 Time for payment shall be of the essence of the Contract.
- 7.5 All payments due to Us under the Contract shall become due immediately on its termination despite any other provision.
- 7.6 You must make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You, Unless You are a Consumer. This does not apply to any deductions that We have agreed with You may be made.
- 7.7 We reserve the right to provide You with interim Invoices at regular intervals during the provision of the Services. Such additional Invoice need not coincide with key stages in the provision of the Services. Payment is due on demand, and We reserve the right to cease the provision of Services until payment is received in full in cleared funds from You.
- 7.8 If You fail to pay Us any sum due to Us, then without prejudice to any other right or remedy available to Us, We shall be entitled to;
  - (a) cancel the Contract; and
  - (b) suspend any further deliveries of Goods to You; and
  - (c) suspend any further provision of Services to You; and
  - (d) charge You interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Banks plc accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 8. APPLICATION OF TERMS

- 8.1 These conditions apply to all of Our sales of Goods and provision of Services to You and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by Us.
- 8.2 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract, unless You are a Consumer. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation.

## 9. DESCRIPTION

- 9.1 The quantity and description of the Goods and the provision of the Services shall be as set out in Our quotation or acknowledgement of Your Order.
- 9.2 All of Our samples, drawings, descriptive matter, specifications and advertising and any of Our descriptions or illustrations contained in Our catalogues, brochures, or websites 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.
- 9.3 The Goods are derived from natural products, and therefore small variations in their characteristics including but not limited to their colour, size, weight, texture and appearance are inevitable and shall not be grounds for You to reject them or otherwise renegotiate the terms of the Contract.

## 10. DELIVERY

- 10.1 Unless We state otherwise in writing, delivery of the Goods shall be to the Location prior to the commencement of the provision of Our Services.
- 10.2 We will notify You once the Goods arrive at Our place of business, and You must take delivery of the Goods to

the Location within 14 days of Us notifying You. Such notice need not be in writing.

- 10.3 Any dates specified by Us for delivery of the Goods and provision of the Services, including any date for stages in or the completion of the provision of Our Services, are only intended to be an estimate and time for delivery or performance shall not be made of the essence by notice. Since many of the Goods are imported, delivery to You is subject to receipt by Us of the Goods, and delivery times can be beyond Our control due to factors including but not limited to adverse weather conditions, port conditions, and third party suppliers and handlers. If no dates are so specified, delivery shall be within a reasonable time.
- 10.4 Goods may be delivered in advance of any estimated delivery date if We give You reasonable prior notice.
- 10.5 We may deliver the Goods to the Location by separate instalments.
- 10.6 You must ensure that there is sufficiently clear access for a large delivery vehicle to deliver the Goods to the Location during the hours of 8am to 5pm Monday to Friday (bank holidays excluded).
- 10.7 The provisions of clause 12.1 apply.
- 10.8 You shall provide at the Location and at Your expense adequate and appropriate equipment and manual labour for storing the Goods.
- 10.9 As soon as reasonably possible after delivery, You must check the Goods for any defects or discrepancies from the Order, and notify Us of any as soon as possible. Your attention is particularly drawn to clause 13.3.
- 10.10 Subject to the other provisions of these conditions We 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 or provision of the Services (even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 180 days, unless You are a Consumer.
- 10.11 If We supply a quantity of Goods to You of up to 10% more or less than the quantity accepted by Us, You shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

#### 11. NON-DELIVERY

- 11.1 If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, or We are unable to deliver the Goods on time because You have not provided appropriate instructions, documents, licences, authorisations, manual labour, delivery vehicles, or other delivery equipment:
- (a) risk in the Goods shall pass to You (including for loss or damage caused by Our negligence) which means that You must insure the Goods from this point; and
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) We may store the Goods until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
  - (d) If delivery has not taken place within 28 days of first being available for delivery, We may sell the Goods for the best price reasonably obtainable at the time and account to You for any excess over the price stated in the Contract, or charge You for any shortfall below the price stated in the Contract, and You will remain responsible for any charges We have incurred in storing the Goods.
- 11.2 Our liability for non-delivery of 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.

#### 12. RISK AND OWNERSHIP

- 12.1 Risk in the Goods passes once the Goods have been unloaded from the delivery vehicle at the Location, which means that You must insure the Goods from this point.
- 12.2 Ownership of the Goods shall not pass to You until We have received full payment from You for the Goods and all other sums due to Us from You on any account.
- 12.3 Conditions 12.4, 12.5, and 12.7 do not apply if You are a Consumer.
- 12.4 Until ownership of the Goods has passed to You, You must:
- (a) hold the Goods on a fiduciary basis as Our bailee;
  - (b) store the Goods (at no cost to Us) separately from all of Your other goods or those of any third party in such a way that they remain readily identifiable as Our property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) not mix the Goods or any part of the Goods with any other material, including but not limited to chemicals or adhesives; and
  - (e) not pledge or in any way charge or encumber the Goods; and
  - (f) maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On Our request, You shall produce the policy of insurance to Us.
- 12.5 Your right to possession of the Goods shall terminate immediately and We shall be entitled to terminate the Contract and suspend any further deliveries of Goods to You and suspend the provision of Our Services to You without any liability to You if:
- (a) You have a bankruptcy or insolvency order made against You or You make an arrangement or composition with Your creditors, or You 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 You or notice of intention to appoint an administrator is given by You or by Your 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 Your winding-up or for the granting of an administration order in respect of You, or any proceedings are commenced relating to Your insolvency or possible insolvency; or
  - (b) You suffer or allow any execution, whether legal or equitable, to be levied on Your property or obtained against You, or You fail to observe or perform any of Your obligations under the Contract or any other contract between You and Us, or You are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
  - (c) You encumber or in any way charge any of the Goods; or
  - (d) You fail to pay Us any amount due under the Contract by the due date for payment and the amount remains outstanding for more than 7 days; or

- (e) You commit a material breach of any of the terms of the Contract and (if such a breach is remediable) You fail to remedy that breach within 30 days of Us notifying You in writing of the breach; or
- (f) You repeatedly breach any of the terms of the Contract in such a manner as to reasonably justify the opinion that Your conduct is inconsistent with You having the intention or ability to give effect to the terms of the Contract.
- 12.6 We shall be entitled to recover payment for the Goods even though ownership of any of the Goods has not passed from Us.
- 12.7 You grant Us, and Our 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 Your right to possession has terminated, to recover them.
- 12.8 Where We are unable to determine whether any Goods are the goods in respect of which Your right to possession has terminated, You shall be deemed to have sold all goods of the kind sold by Us to You in the order in which they were invoiced to You.
- 13. QUALITY**
- 13.1 We shall endeavour to transfer the benefit of any warranty or guarantee given to Us by the manufacturer of the Goods provided that We shall be under no liability in respect of any defect in the Goods arising from their misuse, or from their use not in accordance with the manufacturer's guidelines.
- 13.2 We warrant that (subject to the other provisions of these conditions) on delivery the Goods will:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- (b) match the description that We have given them; and
- (c) be reasonably fit for the purpose stated by the manufacturer
- 13.3 We shall not be liable for a breach of condition 13.2 unless:
- (a) Not being a Consumer, You give Us written notice of the defect within 28 days of the time when You discover or ought to have discovered the defect; and
- (b) Being a Consumer, You promptly give Us written notice of the defect and in any event within 6 months of the date that delivery takes place; and
- (c) We are given a reasonable opportunity after receiving the notice to examine such Goods and You (if We ask You to do so) return such Goods to Our place of business.
- 13.4 We shall not be liable for a breach of condition 13.2 if:
- (a) You make any further use of such Goods after giving such notice; or
- (b) the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice; or
- (c) the defect arises if the Goods are used in accordance with any of Your drawings, designs, or specifications, even if You have made Us aware of these prior to the submission of Your Order; or
- (d) the defect arises as a result of;
- (i) Your wilful damage; or
- (ii) Your negligence; or
- (iii) abnormal working conditions; or
- (iv) Your misuse of the Goods; or
- (v) Your alteration of the Goods
- (e) You fail to use the Goods in accordance with the manufacturer's guidelines.
- 13.5 Subject to condition 13.3 and condition 13.4 and unless You are a Consumer provided that You have paid Our Invoice, if any of the Goods do not conform with the warranties in condition 13.2 We shall at Our option repair or replace such defective Goods or refund the price of such Goods at the pro rata Contract rate provided that, if We so request, You shall, at Our expense, return the Goods or the part of such Goods which are defective to Us.
- 13.6 If We comply with condition 13.5 We shall have no further liability for a breach of the warranties in condition 13.2 in respect of such Goods.
- 14. CANCELLATION**
- 14.1 You may within 14 days of placing an Order amend or cancel an Order by written notice to Us. If You amend or cancel an Order, Your liability to Us shall be limited to payment for all costs We have reasonably incurred in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation.
- 14.2 Where the amendment or cancellation results from Our failure to comply with Our obligations You shall have no liability to Us in respect of it.
- 15. TERMINATION**
- 15.1 We shall be entitled to terminate the Contract if You are a Consumer and You become bankrupt or otherwise insolvent, or make any arrangement with Your creditors. In such circumstances, We will only supply the Goods and perform the Services to the extent that they have been paid for.
- 15.2 On termination of the Contract, howsoever caused;
- (a) You shall immediately pay Us all of Our outstanding unpaid Invoices and interest and, in respect of Services supplied but for which no Invoice has been submitted, We may submit an Invoice, which shall be payable immediately on receipt; and
- (b) Our and Your accrued rights and liabilities as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 16. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION**
- 16.1 **If either You or Us are in breach of the Contract, and if You are a Consumer, neither You or Us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach. Losses are foreseeable when they could be contemplated by You and Us at the time the Contract is formed. We are not responsible for indirect losses which happen as a side effect of the main loss of damage and which are not foreseeable by You and Us such as loss of profits or loss of opportunity.**
- 16.2 **If You are not a Consumer, subject to condition 10, condition 11 and condition 13, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to You in respect of:**
- (a) **any breach of these conditions;**
- (b) **any use made or, unless You are a Consumer, any resale by You of any of the Goods, or of any product incorporating any of the Goods; and**
- (c) **any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.**
- 16.3 **Subject to clause 16.4, 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.**
- 16.4 **You have certain statutory rights if You are a Consumer regarding the purchase of Goods, the return of defective goods, inadequate services, and claims in respect of losses caused by Us. These**

- terms and conditions shall not affect Your statutory rights.
- 16.5 **Nothing in these conditions excludes or limits Our liability:**
- (a) **for death or personal injury caused by Our negligence; or**
  - (b) **under section 2(3), Consumer Protection Act 1987; or**
  - (c) **for any matter which it would be illegal for Us to exclude or attempt to exclude Our liability for; or**
  - (d) **for fraud or fraudulent misrepresentation; or**
  - (e) **for any liability You incur as a result of Our breach of the condition as to title or warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.**

- 16.6 **If You are not a Consumer, subject to condition 16.3 and condition 16.5:**
- (a) **Our 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 amount of Our Invoice for the Goods; and**
  - (b) **We shall not be liable to You for any loss of profit, loss of business, depletion of goodwill, or loss of anticipated savings 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.**

**17. ASSIGNMENT AND SUB-CONTRACTING**

- 17.1 Provided that Your rights under the Contract are not prejudiced in a significant way, We may assign the Contract or any part of it to any person, firm or company without further reference to You.
- 17.2 We may sub-contract the provision of the Services to You, and We will remain liable for the actions of Our sub-contractors.
- 17.3 You are not entitled to assign the Contract or any part of it without Our prior written consent.

**18. FORCE MAJEURE – EVENTS OUTSIDE OUR CONTROL**

We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by You (without liability to You) if We are prevented from or delayed in the carrying on Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, failure of utility supplier, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, You shall be entitled to give Us written notice to terminate the Contract.

**19. GENERAL**

- 19.1 Each of Our rights or remedies under the Contract is without prejudice to any other right or remedy available to Us whether under the Contract or not.
- 19.2 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.

19.3 Our failure or delay to enforce any provision of the Contract shall not be construed as a waiver of any of Our rights under the Contract.

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

19.5 Neither You or Us 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.

19.6 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between You and Us, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19.7 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**20. COMMUNICATIONS**

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

- (a) in case of communications to Us to our office at Unit 6 Templewood, Stock Road, Chelmsford, Essex or such changed address as We shall notify to You; or
- (b) in the case of the communications to You to Your registered office or to any address You set out in any document which forms part of the Contract or such other address as You shall notify to Us.

20.2 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

20.3 Communications addressed to Us shall be marked for the attention of Monika Curry.