

DALTON PEST SERVICES LTD
Terms & Conditions for Supply
of Goods & Services

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in England and Wales, when banks in London are open for business.

Cancellation Fee: the fee which the Client is liable for when cancelling the agreed Services, see [Clause 7.2](#).

Client: the individual, person, or firm (including, corporate bodies, associations, and sole traders) who purchases the Goods and/or Services from the Supplier.

Client Default: has the meaning given in [Clause 6.2](#).

Commencement Date: has the meaning given in [Clause 2.2](#).

Conditions: these **terms** and **conditions** as amended from time to time in accordance with [Clause 15.8](#).

Contract: the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these **Conditions**.

Contracted Client's: Client's who have agreed specific Services with the Supplier over a set period of time, whereby these Services are governed by these Terms & Conditions.

Data Controller: has the meaning set out in GDPR Article 24 and section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Client.

Force Majeure Event: has the meaning given to it in [Clause 14](#).

GDPR: General Data Protection Regulation.

Goods: the goods (or any part of them) set out in the Order, which are required as part of the Services or any remedial works.

Insecticides: specialised type of pesticide used in pest control to kill, harm, or stop the growth of pests.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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

Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's acceptance of the Supplier's Quote. Acceptance of the Quote is subject to agreement of details specified and is agreement for the Supplier to book a Commencement Date.

Personal Data: has the meaning set out in GDPR Article 4.1 and section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

Processing and process: have the meaning set out GDPR Article 4.2 and section 1(1) of the Data Protection Act 1998.

Quote: a proposed price for the Supplier's Goods or Services based on certain conditions for a particular job or service..

Services: the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Client.

Supplier: Dalton Pest Services Ltd, registered in England and Wales with a company number 13895779, whose registered address is 24 Castleford Close, Beddau, Pontypridd, Wales, CF38 2RW. **Supplier Materials:** has the meaning given in [Clause 6.1\(h\)](#).

1.2 Interpretation:

- (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 and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or **term** preceding those **terms**.
- (e) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these **Conditions**.
- 2.2 The Order shall only be deemed to be accepted when the Client issues acceptance of the Order by accepting the Quote (verbally or in writing), at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These **Conditions** apply to the Contract to the exclusion of any other **terms** that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any Quote given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Days from its date of issue.
- 2.6 All of these **Conditions** shall apply to the supply of both Goods and Services, but except where application to one or the other is specified.

3. GOODS AND MATERIALS

- 3.1 The Goods and Materials are described as per the Suppliers Quote which confirms the Services including any remedial works which will be required.
- 3.2 The risk in the Goods and Materials supplied by the Supplier shall pass to the Client on completion of delivery at site.
- 3.3 Title to the Goods and Materials supplied by the Supplier shall not pass to the Client until the Supplier receives payment in full (in cash or cleared funds) for the Goods and Materials and Services.
- 3.4 Until title to the Goods and Materials has passed to the Client, the Client shall (where applicable):

- (a) store the Goods &/or Materials separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods/Materials;
- (c) maintain the Goods and Materials in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in [Clause 12.2\(c\)](#), to [Clause 12.2\(f\)](#); and
- (e) give the Supplier such information relating to the Goods &/or Materials as the Supplier may require from time to time.

4. QUALITY OF GOODS AND MATERIALS

4.1 The Supplier confirms the following warranties apply to the Goods and Materials used in providing their services shall:

- (a) (where applicable) the Manufacturer's warranty (and its limitations) will apply to the Goods/Materials at all times provided by the Supplier; and
- (b) all Goods supplied to be of satisfactory quality (within the meaning of the Consumer Rights Act 2015 or Sale of Goods Act 1979, whichever is applicable).

4.2 The **terms** of these **Conditions** shall apply to any repaired or replacement Goods/Materials supplied by the Supplier.

5. SUPPLY OF SERVICES

5.1 These Terms and Conditions apply to the Pest Control Services provided by the Supplier. Full details of the specific Services which are to be provided to the Client will be detailed in the Quote.

5.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Quote, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5.3 The Supplier will carry out work during their normal business hours which are 9:00am-17:00pm, Monday to Friday (excluding Bank Holidays). The Supplier, may at their discretion provide out of hours call out Services, but these will incur an additional charge (details of which will be provided).

5.4 In the event of bad weather, this may potentially prevent the bee and pest removal Services, Drain survey/ repair works, external works i.e. proofing measures/ working at height being carried out in a timely manner. The Supplier will not be liable for any direct or indirect loss or damage sustained due to such delays. The Supplier will endeavour to carry out your removal on the next suitable day.

5.5 If the Client has any tenants at the property/site which the Supplier is instructed to visit, the Client must ensure the tenant(s) are aware the Suppliers attendance and they are able to provide access.

5.6 The Supplier will require full and clear access to site. If the pest issue involves rodents the Supplier may need to access the loft or drainage system. The Client is put on notice that extra visits and/or charges are often incurred for adjoining houses or flats where the Supplier requires access to the next door property. On some occasions the Supplier will be unable to resolve an issue if they are

denied access to adjoining properties or if no manholes are present on the property (extensions are often built over them).

- 5.7** If the Supplier is required to use insecticides the Client is required to ensure that the property/site is prepped for insecticides being used in accordance with the instructions provided. If the Supplier provides follow up instructions (both for safety and effectiveness of the job) the Client is required strictly adhere to these instructions and guidelines.
- 5.8** If the Supplier is required to use dogs as part of the pest control services, they we will not be liable if any damage occurs when the services are carried out or if any blood or urine is left on the Clients carpets or flooring.
- 5.9** If the Client has have any pets or livestock, it is their responsibility to ensure that they are secured safely and kept away from any areas which are being used for baiting and/or a dog is in use. Please note that the Supplier will not be liable if the Clients pets or livestock consume any bait.
- 5.10** If the Supplier is required to lay traps at the Client's property/site the Client will be liable for the cost of them if they are stolen, damaged, tampered with or your or a tenant refuse us access to retrieve the equipment.
- 5.11** If the Supplier is required to use traps in public areas as part of the services, the Client will be liable if the trap is damaged or stolen whilst in a public place.
- 5.12** If there any other contractors on site whilst the Supplier is providing the Services, the Client must ensure that they do not interfere with the Supplier at all times.
- 5.13** If the Supplier is required to use of guns as part of the Services they will notify the Client and advise of the required steps to be taken to ensure that this can be carried out in a safe manner.
- 5.14** The Quote will be specifically for the requested and agreed Services. If the Client requires any additional Services, a request needs to be submitted to the Supplier for their agreement and an additional Quote.
- 5.15** The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 5.16** The Supplier is permitted to use Subcontractors or agents to assist with or carry out the Services on their behalf.
- 5.17** The Supplier provides the following warranties as part of the Services:
- (a) 10 day guarantee on any domestic mole control;
 - (b) 5 year guarantee on bird proofing work.
- Please note that saying that all guarantees/warranties are void if they have been tampered with by any persons or other contractors.
- 5.18** The Supplier is entitled to deliver the Services in one or more consignment at the Supplier's sole discretion unless otherwise expressly agreed.

6. CLIENT'S OBLIGATIONS

- 6.1** The Client shall:

- (a) ensure that the **terms** of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) ensure that the work area on site (where the Services are to be supplied), is free of obstructions and valuables. The Supplier will not be liable for any damage or loss as a result of the clients failure to do so;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) ensure that the Supplier is safe on site (including from third parties). Failure to do so may result in the Supplier postponing the Services;
- (f) notify the Supplier of anything which may present a hazard or danger to anyone carrying out work in your property/site;
- (g) (where applicable) provide the Supplier with a point of contact (for Commercial client's) on site, details of which need to be notified to the Supplier by email prior to attendance;
- (h) provide the Supplier with parking within 20 metres of the property/site;
- (i) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and provide evidence on request;
- (j) keep all materials, equipment, documents, and other property of the Supplier (**Supplier Materials**) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good **condition** until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (k) provide the Supplier with all relevant Notification periods, in good time;
- (l) comply with all applicable laws, including health and safety laws;

6.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 6.2](#);
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

7. CHARGES AND PAYMENT

7.1 The Charges for the **Goods** and **Services** shall be calculated on a time and materials basis, in accordance with the Supplier's fee stipulated in the Quote and will be payable as follows:

Contracted Client's

(a) payable within 30 days of the Suppliers invoice; or

All other Client's

(b) payable in full upon completion and immediately upon receipt of the Suppliers invoice.

7.2 If the Client cancels the agreed Services prior to commencement, they will be liable to pay a cancellation fee of a maximum of 50% of the value of the agreed Services.

7.3 The Client shall pay each invoice submitted by the Supplier by Cash or by Direct Bank Transfer, Card payment or BACS in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

7.4 All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where applicable, the VAT element of the invoice will be clearly specified and payment of this taxable element, is due upon the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

7.5 If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under [Clause 12](#) (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 7.5](#) will accrue each day at 4% for Consumers or 8% for Commercial Client's a year above the Bank of England's base rate from time to time, but at 4% or 8% (whichever is applicable) a year for any period when that base rate is below 0%.

7.6 The Supplier is permitted to claim, and the Client is liable to pay any and all fees, charges and costs relating to the instruction of Debt Collection/Recovery agents and/or Solicitors in the recovery of outstanding debts owed under the Contract

7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.

8.2 The Supplier grants to the Client, or shall procure the direct grant to the Client, of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business, for the period of the contract only.

8.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in [Clause 8.2](#).

8.4 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.

9. DATA PROTECTION AND DATA PROCESSING

- 9.1** The Client and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Client is the Data Controller, and the Supplier is the Data Processor in respect of any Personal Data.
- 9.2** The Supplier shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.
- 9.3** The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 9.4** Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- 9.5** The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - (ii) the nature of the data to be protected.
 - (b) take reasonable steps to ensure compliance with those measures.
- 9.6** Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this [Clause 9](#).
- 9.7** The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.
- 9.8** The Supplier may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract is on **terms** which are substantially the same as those set out in this agreement.

10. CONFIDENTIALITY

- 10.1** Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Client's, or Client's Suppliers of the other party, except as permitted by [Clause 10.2](#).
- 10.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each

party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 10](#); and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11. LIMITATION OF LIABILITY:

11.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the **terms** implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

11.2 Subject to [Clause 11.1](#), the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) any damage/losses/issues arising from pre-existing issues to the property/site;
- (f) any damage/losses/issues arising from the Client's failure to remove items from the site where the Services are to be supplied;
- (g) any failure to follow the Suppliers recommendations (please note that this may result in harm to a person or pets and the cost of further treatment);
- (h) any loss or damage due to Goods being tempered with;
- (i) any loss or damage due to a failure to follow the Suppliers guidelines;
- (j) loss of or damage to goodwill; and
- (k) any indirect or consequential loss.

11.3 Subject to [Clause 11.1](#), the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total charges paid under the Contract.

- 11.4** The **terms** implied by sections 13 to 15 of the Sale of Goods Act 1979 and the **terms** implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5** All claims against Supplier must be brought within one 1 year after the cause of action arises and Supplier waives any statute of limitations which might apply by operation of law or otherwise.
- 11.6** This [Clause 11](#) shall survive termination of the Contract.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract prior to commencement by giving the other party written notice. If the Client terminates the Contract prior to the Services commencement date they will be liable for the Cancellation Fee as per [Clause 7.2](#).

12.2 Without affecting any other right or remedy available to it, Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 24 hours of that party being notified in writing to do so;
- (b) the Client fails to pay any amount due under the Contract on the due date for payment;
- (c) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the Client (where applicable) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (e) the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (f) there is a change of control of the Client.

12.3 Without affecting any other right or remedy available to it, the Client may terminate the Contract by providing 7 days written notice to the Supplier if: Client

- (a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier, if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in [Clause 12.2\(c\)](#) to [Clause 12.3\(f\)](#), or the Supplier reasonably believes that the Client is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

- (a) If the Services have not commenced the Client will be liable to pay the appropriate Cancellation Fee (see [Clause 7.2](#)); or
- (b) If the Services have commenced, the Client will be liable to pay for the cost all Goods and Services carried out up to the point of Termination (subject to a minimum of 50% of the agreed fee being payable). The Supplier shall submit an invoice to the Client for the required amount, which is owed, which shall be payable immediately upon receipt; and
- (c) The Client will (where applicable) allow the Supplier to return to collect all of their Equipment and Plant. If they fail to do so, then the Supplier may enter the premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose whatsoever.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, pandemics, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control..

15. GENERAL

15.1 Assignment and other dealings

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.2 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the Quote or order.
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.4 Waiver

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

15.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.6 Entire agreement

- (a) 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

15.7 Third parties rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **term** of the Contract.

15.8 Variation

Except as set out in these **Conditions**, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

15.9 Social Media

Under the terms of this agreement, the Client provides their consent for the Supplier to take photos and videos of the works carried out and display them on their social media platforms. If the Client does not wish for the Supplier to do so, they must make the Supplier aware of this before works commencement.

The Client (or their tenants) is not permitted to take photographs of the Supplier, their Subcontractors or agents to share on social media.

15.10 Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.11 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.