

The Customer's attention is particularly drawn to the provisions of clause 6.

1. INTERPRETATION

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

Booking Form: means the booking form overleaf and/or any Booking Form submitted by the Customer to the Supplier.

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

Charges: the charges payable by the Customer for the supply of the Hire Vehicle in accordance with Condition 5.

Conditions: these terms and conditions as amended from time to time in accordance with Condition 11.14.

Contract: the contract between the Supplier and the Customer for the supply of the Hire Vehicle in accordance with these Conditions.

Customer: the person or firm who hire the Hire Vehicle from the Supplier.

Hire Period: means the period of hire as determined in accordance with Condition 3.3.

Hire Vehicle: means the vehicle specified in the Booking Form including all or any auxiliary and ancillary equipment which may be supplied with the Hire Vehicle and the parts of the Hire Vehicle and any semi-trailers and independent trailers supplied with the Hire Vehicle and tanks or any other vehicle which may be supplied to the Customer by the Supplier from time to time.

Inspection Report: means the document to be signed by the Customer and the Supplier at the time of collection of the Hire Vehicle and on its' return to the Supplier.

Minimum Hire Period: means the minimum period of hire of the Hire Vehicle as set out on the Booking Form.

Rental Amount: means the amount payable by the Customer to the Supplier for the Hire Vehicle as stated in the Booking Form or any other amount agreed by the Customer and Supplier and confirmed in writing.

Order: means the Customer's order for the Hired Vehicle as set out in the Booking Form.

Supplier: David Starkey Limited registered in England and Wales with company number 04527022.

1.2 Construction. In these Conditions, the following rules apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to hire the Hired Vehicle in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order and the Inspection Report has been signed by or on behalf of the Supplier and the Customer at which point and on which date the Contract shall come into existence (**Commencement Date**).

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

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. HIRE OF THE HIRE VEHICLE AND PERIOD OF HIRE

3.1 General

(a) The Supplier shall provide the Hire Vehicle in accordance with the Contract in good and substantial repair and roadworthy condition (fair wear and tear accepted) and in working order.

(b) The Supplier shall have the right to make any changes to the Hire Vehicle which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Hire Vehicle, and the Supplier shall notify the Customer in any such event.

(c) The hiring of the Hire Vehicle shall commence on the Commencement Date for the Minimum Hire Period and upon the expiration of the Minimum Hire Period the Contract shall continue unless and until terminated by Condition 9 or by condition 3.1(d).

(d) Without prejudice to the other provisions of these Conditions the Supplier may terminate the Contract at any time after the Minimum Hire Period by giving not less than five Business Days' notice in writing.

(e) The Customer may terminate the Contract at any time after the Minimum Hire Period but such termination shall be without prejudice to the other provisions of these Conditions and shall be without prejudice to any rights of the Supplier thereunder.

3.2 Collection of Hire Vehicle

(a) The Customer will collect the Hire Vehicle on the date specified in the Booking Form (**Collection Date**).

(b) If the Customer fails to collect the Hire Vehicle on the Collection Date the Customer will pay to the Supplier the Rental Amount from the Collection Date for the Minimum Hire Period or until the Supplier has hired the Hire Vehicle to another party whichever period shall be the longest.

(c) The Customer will sign the Inspection Report on the Collection Date and in the event the Customer fails to sign the Inspection Report the Supplier will be under no obligation to release the Hire Vehicle to the Customer and the Customer will not be permitted to take away the Hire Vehicle.

(d) The Customer warrants that the representative of the Customer who collects the Hire Vehicle on the Collection Date has full authority to approve and sign on behalf of the Customer the Inspection Report and the Customer represents warrants and undertakes to the Supplier that by signing the Inspection Report the Customer has accepted delivery of the Hire Vehicle in good working order and condition save for any damage shown on the Inspection Report and free from defect and that the Equipment is suitable for the purposes for which it is required and that the Supplier has complied with its' obligations under Condition 3.1(a).

4. CUSTOMER'S OBLIGATIONS

4.1 General Obligations

The Customer shall from the Commencement Date and until the Hire Vehicle is returned to the Supplier in accordance with these Conditions:

(a) co-operate with the Supplier in all matters relating to the Hire Vehicle;

(b) allow the Supplier to inspect the Hire Vehicle together with all or any records relating to the Hire Vehicle and shall procure that the Supplier will have the consent of any premises owner where the Hire Vehicle is based to enter on said premises for the purpose of inspecting the Hire Vehicle;

(c) shall and shall procure that the Hire Vehicle is used by properly skilled and licensed personnel in a professional manner and in accordance with any operating instructions which may be issued by the Supplier and/or manufacturer from time to time and that the Hire Vehicle is used only for the lawful purpose for which the Hire Vehicle is designed or suitable for.

(d) not use and shall procure that the Hire Vehicle will not be used in any manner that which would or may render any insurance obtained in respect of the Hire Vehicle null and void;

(e) and will procure that the Hire Vehicle will be adequately and properly secured when not in use and will be protected against damage by weather conditions vandals or any other causes what so ever;

(f) and will procure that the tyres of the Hire Vehicle will at all times be properly and correctly inflated;

(g) and will procure that any hubometer or mileage recording instrument which may be fitted on the Hire Vehicle is not be interfered with or damaged in any way;

(h) and will procure that all and any applicable legal requirements for the time being relating to the use or possession of the Hire Vehicle are complied with and any notice which is required to be displayed by any applicable law or regulation is displayed correctly and in accordance with the relevant law or regulation;

(i) procure that the Hire Vehicle shall not be used, held, operated or driven in any circumstances not permitted by any of the provisions of this Contract or by the any applicable laws and/or regulations;

- (j) not take or use or cause or permit to be taken or used the Hire Vehicle outside the borders of England, Scotland and Wales without the prior written consent of the Supplier;
- (k) keep the Hire Vehicle free from any seizure confiscation execution distress diligence or other legal process and if notwithstanding the same such circumstances do arise the Customer will immediately notify the Supplier by telephone and confirm the same in writing;
- (l) keep the Hire Vehicle free from any and all encumbrances charges pledges liens and sell not sell assign sub-hire or otherwise dispose of or part with possession of the Hire Vehicle;
- (m) place on the Hire Vehicle any notices or signs requested by the Supplier identifying the Supplier as owner of the Hire Vehicle and not obscure the same or apply its' own distinguishing marks to the Hire Vehicle without the prior written consent of the Supplier;
- (n) pay all accounts of fuel oils petrol greases fluids and outgoings necessary in order to operate the auxiliary engines and ancillary equipment and the Hire Vehicle
- (o) not and will procure that the barrel of the Hire Vehicle is not overfilled; and
- (p) procure that all precautions necessary to prevent fire or explosion are observed.

4.2 Customer's Insurance Obligations

The Customer shall from the Commencement Date and until the Hire Vehicle is returned to the Supplier in accordance with these Conditions:

- (a) be solely responsible for the insurance of any goods carried in or on the Hired Vehicle and will if required by the Supplier produce the Supplier with copies of any such licences and evidence of such insurance;
- (b) comprehensively insure and keep insured with an insurance company of good repute the Hire Vehicle to its full replacement value as stated on the Booking Form (**Replacement Value**) and such policy of insurance shall provide cover against all risks capable of being covered without restriction or excess and in addition shall cover the Supplier and the Customer against all liability to the employees of the Customer and to third parties for damage caused by the Hire Vehicle or the use or operation of it;
- (c) pay punctually all premiums due for such insurance and will produce to the Supplier upon request the policy and policies of insurance and the receipt for the current premiums and if the Customer shall fail to pay any such premiums or make any other default under this Condition 4.2 the Supplier shall be entitled to effect such insurance and the Customer shall reimburse to the Supplier within fourteen days of a written demand any sums paid by the Customer to insure or maintain the insurance in respect of the Hire Vehicle (the Supplier however is not under any obligation to effect or maintain such insurance);
- (d) ensure that where the Hire Vehicle includes a trailer or semi-trailer the same is covered by the Customer's insurance policy when detached from the drawing vehicle.

4.3 Damage to the Hire Vehicle

4.3.1 If the Hire Vehicle or any part of it is damaged in any way or it is lost or if it breaks down the Customer will:

- (a) give immediate notice to the Supplier at its registered office by telephone followed by confirmation in writing;
 - (b) continue to pay the Rental Amount until either the Hire Vehicle is recovered or until all necessary repairs are completed to the satisfaction of the Supplier;
 - (c) not arrange for any repairs to be made without firstly notifying the Supplier of its' intended nominated repairer and the Supplier has confirmed in writing that the proposed repairer is approved;
 - (d) if requested by the Supplier use the Supplier's nominated repairer;
 - (e) ensure that all repairs are carried out in accordance with the Supplier's instructions;
 - (f) be responsible for all costs of any necessary repairs to the Hire Vehicle and indemnify the Supplier against any such costs;
 - (g) be responsible for any damage to any ancillary equipment fitted to the Hire Vehicle arising from any cause whatsoever whether the Customer is at fault or not and will indemnify the Supplier against any claims or losses of whatever kind arising from any damage to the auxiliary engine and/or the ancillary engine howsoever caused;
- 4.3.2 If the Hire Vehicle cannot be repaired or recovered the Customer will pay to the Supplier the Replacement Value.

4.4 Servicing and Maintenance of the Hire Vehicle

- (a) Servicing and maintenance of Hire Vehicle (including tyres) will be the responsibility of the Customer and will be carried out by a competent garage nominated by the Customer and approved by the Supplier.
- (b) In the event of any tyre puncture or damage, the Customer will be responsible for all costs incurred with the repair and will replace any tyres which need replacing with premium brand tyres and not remoulds.
- (c) The Customer will service the ancillary equipment fitted to the Hire Vehicle including (but without limitation) any hydraulic pumps which may be fitted to the Hire Vehicle no less than once every one hundred hours of running time.
- (d) The Customer will service the Hire Vehicle every six weeks in accordance with the maintenance obligations and requirements of the Supplier as confirmed in writing.

4.5 Health and Safety

- (a) The Customer will ensure that all man lid(s) retaining bolts, fasteners, valves, gauges, safety valves, fixtures and fittings are secure whilst the Hire Vehicle is under pressure from any compressor or any other method of discharging the cargo by pressure and the Customer will be responsible for any injury or damage to persons property material or the contents of the Hire Vehicle or for any losses of any kind caused as a result of the Customer failing to comply with this Condition 4.5 and will indemnify the Supplier against the same.

4.6 Customer Default

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

- (a) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Condition 4.6; and
- (b) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.7 Return of the Hire Vehicle

4.7.1 Upon the termination of the Contract for any reason the Customer will return and will procure that the Hire Vehicle is returned to the Supplier:

- (a) in the same condition as it was when received by the Customer as evidenced by the Inspection Report and in good working order and condition and free from any damage;
- (b) in a clean condition externally and internally together with a valid cleaning certificate confirming that the interior of the vessel or tank barrel of the Hire Vehicle has been cleaned in a manner appropriate to the last product carried in the Hire Vehicle;
- (c) together with;
 - (i) an in date service sheet confirming that the Hire Vehicle has been serviced and maintained in accordance with these Conditions;
 - (ii) an in date pressure test certificate;
 - (iii) an in date UK MOT certificate;
 - (iv) an in date pressure test; and
 - (v) annual ADR certificate if required on the Hire Vehicle.

4.7.2 with the tyres having the useable tread depth as stated in the Inspection Report and in the event the Customer returns the Hire Vehicle with less than the depth stated the Customer will pay an amount to the Supplier which is equal to the shortfall in depth measured in millimetres divided by the number of millimetres of useable tread depth when new and multiplied by the then current price of a new identical tyre.

4.7.3 In the event the Customer fails to return the Hire Vehicle in accordance with the provisions of Condition 4.7.1 and Condition 4.7.2 the Customer shall pay to the Supplier all costs, expenses and charges incurred by the Supplier in returning the Hire Vehicle to the condition required under Condition 4.7.1 and Condition 4.7.2 such sum to be paid within five Business Days of a written demand.

5 CHARGES AND PAYMENT

- 5.1 The Customer will pay to the Supplier the Rental Amount.
- 5.2 The Supplier shall invoice the Customer every four weeks in arrears.
- 5.3 The Customer will pay each invoice submitted by the Supplier:

- (a) within 28 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier.

time for payment shall be of the essence of the Contract.

- 5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Hire Vehicle at the same time as payment is due for the supply of the Hire Vehicle.
- 5.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 6.1 Nothing in these Conditions 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).
- 6.2 Subject to clause 6.1:
 - (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000,000.00.
- 6.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 The Supplier makes no warranties that the vessel or tank of the Hire Vehicle is suitable for the carriage or storage of any product of any description and the Customer is responsible for inspecting the interior of such vessel or tank before loading any such products to ensure its' suitability and cleanliness for the purpose for which it is to be used.
- 6.5 The Supplier will not be responsible for any injury or damages to persons property materials or the content of the Hire Vehicle or for any losses of any kind caused by the Customer failing to open the man lid(s) to atmosphere whilst discharging the cargo by suction.
- 6.6 This clause 6 shall survive termination of the Contract.

7 INDEMNITY

- 7.1 The Customer hereby agrees to indemnify and keep indemnified the Supplier from and against all losses liabilities costs charges expenses proceedings penalties fines claims and demands incurred by imposed on or brought against the Supplier and arising directly or indirectly out of or in connection with the supply of the Hire vehicle to the Customer under the Contract including but not limited to its possession or use.
- 7.2 Nothing contained in this Condition shall apply to make the Customer responsible for any loss or damage or claims directly attributable to the negligence of the Supplier or of its servants or agents.

8 DANGEROUS AND HAZARDOUS PRODUCTS LIST

- 8.1 The Customer can request a copy of the Supplier's Hazardous Products List which lists the products which may be carried in the Hire Vehicle subject to the Customer satisfying itself that the vessel or tank part of the Hire Vehicle is suitable for the purpose for which it is to be used and subject to the tank barrel being tested and modified to comply with all necessary regulatory requirements and the Hire Vehicle carrying the appropriate hazard warning sign(s) the responsibility of which shall be the Customer's.
- 8.2 The Customer acknowledges that the contents of the Hazardous Products List are not definitive and are intended as a guide only. If the Customer is in any doubt as to the suitability of the tank barrel of the Hire Vehicle then the Customer must consult the Supplier and must obtain written permission before conveying any substance in the Hire Vehicle.

9 TERMINATION

- 9.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - (a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
 - (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - (e) the Customer (being an individual) is the subject of a bankruptcy petition or order;
 - (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
 - (h) a floating charge holder over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
 - (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

10 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the hire of Hire Vehicle for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return the Hire Vehicle in accordance with Condition 4.7. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of it. Until it has been returned, the Customer shall be solely responsible for its' safe keeping and will not use the Hire Vehicle;

- (c) the Customer shall be responsible for and keep the Supplier indemnified against all losses liabilities costs charges and expenses sustained by the Supplier as a result of any breach of the Contract;
- (d) the Supplier shall not be liable to the Customer for any damages the Customer may suffer as a result of a termination of the Contract as provided in Condition 9;
- (e) the accrued rights, remedies, obligations and liabilities of the Supplier as at expiry or termination shall not be affected, 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; and
- (f) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11 GENERAL

- 11.1 It is hereby agreed and declared that the Hire Vehicle is and shall remain the sole and exclusive property of the supplier and the hirer shall have no right or title to or interest in it except as expressed in this agreement.
- 11.2 Force majeure:
 - (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 - (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - (c) If the Force Majeure Event prevents the Supplier from providing the Hire Vehicle for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 11.3 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 11.4 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 11.5 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 11.6 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- 11.7 Conditions 11.5 and 11.6 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 11.8 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.9 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 11.10 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 11.11 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.12 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, 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.
- 11.13 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.14 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.
- 11.15 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 courts of England and Wales.