

The customer's attention is drawn in particular to the provisions of clause 12.

1. Interpretation

1.1 Definitions:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 18.3.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 5.2.

Deposit: the amount (if any) set out in the Sales Order Form.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Sales Order Form overleaf which is acceptance of the Supplier's quotation.

Specification: any specification for the Goods, that is agreed by the Customer and the Supplier.

Supplier: Lloyd Limited (registered in England and Wales with company number 00786404).

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 email.
- (f) A Customer will be a **consumer** if they are an individual who is buying the Goods wholly or mainly for their own personal use (not for use in connection with their trade, business, craft or profession). Within these terms a Customer will have different rights depending on whether they are a business or a consumer.

2. Basis of contract

- 2.1 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 law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues the Sales Order Form and the Customer pays the Deposit (if any) in cleared funds, at which point the Contract shall come into existence.
- 2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained on the Suppliers website or in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods

- 3.1 The Goods are described on either the Suppliers website, the Manufactures website and/or the Suppliers catalogues or brochures as modified by any applicable Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Accessories

- 4.1 Any accessories fitted or supplied by the Supplier will be covered by any warranty given by the manufacturer/concessionaire of those accessories.

5. Delivery

- 5.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready. If no such location is specified on the Sales Order Form then the Customer shall collect the Goods from the Supplier's premises detailed in the Sales Order Form or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.
- 5.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier will make every effort to deliver the Goods ordered by the estimated delivery date. The Supplier will not be liable for any claim for compensation or loss of any description (including any variation in part-exchange valuation) that may result in a delay as a result of a Force Majeure Event. If a delay arises in this way, the Supplier will contact the Customer to agree an alternative delivery date.
- 5.5 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready;
 - (b) the Deposit shall be forfeited; and
 - (c) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 5.6 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Deposit will be forfeited and the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. New Goods

6.1 If the Goods ordered are new Goods, the following will apply:

- (a) The Supplier undertakes that any pre-delivery work specified by the manufacturer/concessionaire will be carried out and the Goods will be sold with the benefit of the manufacturers or (as appropriate) concessionaires' warranty. If the Customer is purchasing as a consumer, then such warranty is in addition to their statutory rights and is not affected by any change of ownership of the Goods. Remedial work under warranty may be carried out by any dealer or service workshop in the European Economic Area authorised directly or indirectly by the manufacturer, who may repair or replace any defective parts or (if he considers repair or replacement uneconomic) refund an appropriate part of the purchase price. Where such is available to the Supplier, the Supplier will provide the Customer with a copy of the manufacturers warranty terms on delivery.
- (b) If, after the Contract is entered into but before delivery of the Goods to the Customer, the manufacturer's/concessionaire's recommended price is altered, then the Supplier will provide the Customer with notice of such alteration and;
 - (i) If the recommended retail price is increased, inform the Customer of the amount it is intended shall be paid by the Customer. If the Customer does not agree, it will have the right to cancel this Contract within 14 days of receiving notice of the increase and any Deposit will be refunded in full. If the Customer fails to notify the Supplier that it does not accept the increase within 14 days, the increased amount will be added to the final amount paid by the Customer.
 - (ii) If the manufacturer/concessionaire's recommended price is reduced, the Supplier shall notify the Customer of the reduced amount that the Customer will be required to pay.
- (c) If the Supplier is unable to deliver the model, specification or Goods ordered because the manufacturer cannot produce or ceases making them, whether before or after the estimated delivery date, the Supplier may cancel the Contract and refund any Deposit the Customer has paid in full.
- (d) If the Supplier is unable to supply any accessory (factory fitted or otherwise) the Customer has ordered as part of the Specification, the Supplier will contact the Customer and offer to substitute a reasonable equivalent or to delete the accessory from the Contract and adjust the purchase price accordingly. Subject to this, the Customer shall have no claim against the Supplier in respect of its failure to supply any accessory and shall not be entitled to cancel the Contract.
- (e) The Customer accepts that manufacturers/concessionaires reserve the right to amend the published specification of Goods without notice.

7. Used Goods

7.1 Where the Goods supplied under the Contract are still subject to the manufacturer's or (as appropriate) concessionaire's warranty, they will be sold with the benefit of such warranty. If the Customer is purchasing as a consumer such warranty is in addition to their statutory rights and is not affected by any change of ownership of the Goods. Remedial work under warranty may be carried out by any dealer or service workshop in the European Economic Area authorised directly or indirectly by the manufacturer, who may repair or replace any defective parts or (if he considers repair or replacement uneconomic) refund an appropriate part of the purchase price. Where such is available, the Supplier will provide the Customer with a copy of the manufacturer's warranty terms on delivery.

8. Delivery Mileage

8.1 Where the Goods ordered are new goods and consist of a vehicle which is being collected by the Customer from the Suppliers premises, the mileage at delivery will generally be less than 50 miles and will be no more than 100 miles. If the Goods being ordered are used goods and consist of a vehicle, the mileage at delivery will generally be within 100 miles of that shown on the Order Form. If the Goods (either new or used) consist of a vehicle and are being delivered to the Customer's address, the delivery mileage will be greater by the delivery distance covered.

8.2 Where the Goods ordered are new goods and consist of a machine which is being collected by the Customer from the Suppliers premises, the hours used on the Goods at delivery will generally be less than 50 hours and will be no more than 100 hours. If the Goods being ordered are used goods and consist of a machine, the hours at delivery will generally be within 100 hours of that shown on the Order Form. If the Goods (either new or used) consist of a machine and are being delivered to the Customer's address, the hours of usage will be greater by the time taken to travel the distance covered.

9. Part Exchanged Goods

9.1 If the Customer wishes to sell goods to the Supplier in part exchange, and their value as agreed with the Supplier is to be taken off the purchase price of the Goods that the Supplier agrees to supply, the following conditions apply:

- (a) the Customer owns the goods to be taken in part exchange absolutely and can transfer ownership to the Supplier; or
- (b) if someone else has an interest in the part exchanged goods, the Customer will settle that interest so that the Supplier becomes the absolute owners when they take delivery. However, if the Customer wishes the Supplier to clear that interest on the Customers behalf, by paying them a sum of money, the allowance for the part exchange goods will be reduced by that amount.

9.2 If the Supplier has examined the part exchanged goods before entering into the Contract with the Customer, or the Customer has described the condition of the part exchanged goods verbally to the Supplier, the goods shall be delivered to the Supplier in the same condition but allowing for fair wear and tear which may have occurred in the meantime. If there is any variation in condition, service history or mileage to that previously seen or described, but allowing for additional mileage covered between the Contract and delivery pro-rata to that already covered at the time of the Contract, the Supplier will adjust the price offered for the part exchange or take into account such variations and the Customer will pay the Supplier any additional sum due as a result.

9.3 The price offered for the part exchange remains valid until the date stipulated by the Supplier (this may be stipulated on the Order Form). If the part exchange goods are delivered to the Supplier later than any stipulated date, the Supplier shall re-value the part-exchange in line with market conditions and advise the Customer of any change to the amount they may need to pay to the Supplier. If this is due to a delay in the delivery of the new Goods, please refer to clause 5.4.

9.4 The goods to be taken in part exchange shall be delivered to the Supplier no later than the date the Customer takes delivery of the Goods they have ordered. Ownership of the part exchanged goods will be transferred to the Supplier when the Customer takes delivery of the Order. If the Customer does not deliver the part exchange goods at or by the time the Goods it has ordered are ready for delivery, the Customer may not be able to take the Goods it has ordered and may be in breach of this Contract and liable to pay the Supplier compensation for any losses it may suffer as a result.

9.5 If the Customer chooses to sell the Supplier its part exchange before taking delivery of the new Goods, title to the part exchange will pass to the Supplier at that point. If the Customer subsequently does not take delivery of the new Goods for any reason, the Supplier will not be obliged to return the part exchanged goods but may refund the Customer the part exchange allowance less any amount the Supplier may have paid to settle any interest in the goods as specified in clause 9.1(b).

9.6 If the Customer fails to satisfy any of the conditions contained in this clause 9, the Supplier will not be obliged to accept the goods in part exchange or to make any allowance for them and the Customer might as a result be required to pay the whole of the purchase price for the Goods it has ordered before it can take delivery.

10. Title and risk

10.1 The risk in the Goods shall pass to the Customer on completion of delivery.

10.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

- 10.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer 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;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 10.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), then, without limiting any other right or remedy the Supplier may have:
- (a) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 11. Price and payment**
- 11.1 The price of the Goods shall be the price set out in the Sales Order Form, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 11.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 11.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 11.4 The Customer shall pay for the Goods on or before delivery. Payments shall be made 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.
- 11.5 If the Customer 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 14 (Termination), the Customer 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 11.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 11.6 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).
- 12. Limitation of liability**
- 12.1 This clause 12 will only apply if the Customer is a business i.e. they are NOT a consumer.
- 12.2 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 12.4 Subject to clause 12.3, the Supplier's total liability to the Customer shall not exceed the amount charged for the Goods.
- 12.5 Subject to clause 12.3, the following types of loss are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 12.6 This clause 12 shall survive termination of the Contract.
- 13. Cancellation/Withdrawal**
- 13.1 In the event that a Customer wishes to cancel or withdraw from the Contract for any reason other than those stated in clause 5.5, clause 6.1(b)(i) or clause 16, any Deposit paid by the Customer is forfeited and will not be refunded.
- 13.2 If the Customer fails to accept and pay for the Goods in accordance with clause 5, the Supplier will treat the Contract as cancelled and any Deposit paid by the Customer will not be refunded. This does not prejudice the Supplier's right to recover from the Customer by way of damages, any loss or expense that the Supplier may incur as a result of a Customer cancelling.
- 14. Termination**
- 14.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - (b) the Customer 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 14.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at 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.

14.6 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.

15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 40 days' written notice to the affected party.

16. Distance and Off-Premises Sales

16.1 If the Customer is a consumer and this Agreement has been concluded:

- (a) without any face to face contact between the Supplier and the Customer or anyone acting on their respective behalves; or
- (b) in the simultaneous physical presence of the Supplier and the Customer, but in a place, which is not the Suppliers business premises,

then the Customer may give notice cancelling this Contract within 14 days of taking delivery of the Goods. To exercise the right to cancel, the Customer must inform the Supplier in writing of its decision to cancel the Contract (e.g. letter, sent by post, fax or email).

16.2 In the event of such cancellation, the Customer must return the Goods to the Supplier in the same condition and specification as when they were delivered. The Customer will be responsible for the direct cost of returning the Goods but, in any event, such cost shall not exceed £500.00. The Customer must ensure that the Goods are returned with the same items with which they were supplied. This includes (but is not restricted to): registration documents, service packs, manuals, handbooks, locking wheel nuts, tools and keys. If the Customer has altered, modified, personalised or adapted the Goods in any way they will have no right of cancellation.

16.3 In the event of such cancellation the Supplier will make a deduction from the reimbursement if the Goods have suffered any diminished value due to the Customer handling or using them beyond what is necessary to establish their nature, characteristics or function; i.e. handling or use beyond what a customer would reasonably undertake when appraising Goods at a dealership prior to purchase.

16.4 Providing the Goods are returned to the Supplier in line with the conditions stated, the Supplier will process any reimbursement due within fourteen days of the date the Goods are received by the Supplier. The reimbursement will be executed in the same way that payment was originally made, less any deduction for diminished value.

16.5 If the cancelled Contract involved part exchanged goods the Supplier will, subject to the totality of these terms and conditions, return the part exchange or pay the agreed part exchange value back to the Customer, at the Suppliers discretion.

16.6 If the Customer has committed to a finance agreement, they must inform the finance company immediately of the cancellation in writing. The Customer may be liable for any early termination fees. The Supplier will do their best to avoid such fees, and will only apply them if the finance provider charges such a fee.

17. Bespoke Goods

17.1 If the Customer is a consumer, then its rights to cancel this Contract, as set out in clause 16, shall not apply in respect of any Goods which are bespoke Goods that have been made to the Customers specific specification. This applies irrespective of whether the Supplier and/or the manufacturer have begun to make those goods. Any cancellation of this contract in respect of such Goods will be subject to clause 13.

18. General

18.1 Assignment and other dealings.

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

other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

18.2 Entire agreement.

- (a) This 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause **18.5** the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.6 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:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the Sales Order Form
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) 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; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.6(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.7 Third party rights.

- (a) Unless it expressly states otherwise, 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.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.8 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.

18.9 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 this Contract or its subject matter or formation.