

## **WARMFLAME GAS LIMITED TERMS & CONDITIONS**

### **1. THESE TERMS**

**1.1 What these terms cover.** These are the **terms** and **conditions** on which we supply products to you, whether these are Goods or Services.

**1.2 Why you should read them.** Please read these **terms** carefully before you sign the acceptance form supplied with your estimate. These **terms** tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1 Who we are.** We/us/our (all references relate to) are Warmflame Gas Ltd, a company incorporated in England and Wales (company number 14954420), whose registered office is at Carpenter Court 1 Maple Road, Bramhall, Stockport, Cheshire, United Kingdom, SK7 2DH.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 07375 804414 or by writing to us at [info@warmflamegas.co.uk](mailto:info@warmflamegas.co.uk).

**2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these **terms**, this includes emails.

### **3. OUR CONTRACT WITH YOU**

**3.1 How we will accept your order.** Our acceptance of your order will take place when, following your acceptance of our estimate (verbally or in writing), we tell you that we are able to provide you with the Goods and/or Services, at which point a contract will come into existence between you and us. Please note that the prices shown on estimate or advised verbally, are valid for a period of 30 days from the date of the original estimate.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Goods and/or Services. This might be because products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Sales literature and website.** Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services contained in our catalogues, brochures or on our website or social media platforms 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.

**3.4 Designs and drawings.** Any specifications, drawings, dimensions etc., are intended as a guide only. Whilst we take as much care as possible when preparing them, they may include errors and/or inaccuracies, and their content is not binding upon us in any way. We reserve

the right to withdraw ranges and models that have been replaced by improved or amended designs.

**3.5 Working Hours.** We will carry out work during our normal business hours which are 9:00am to 17:30pm, Monday to Friday (excluding Bank Holidays). We may be able to work outside our normal business hours at an additional charge.

**3.6 Your order number.** We will assign an job/order reference to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.7 Allowing us to commence work immediately.** By accepting these terms and entering this contract, you expressly agree (where applicable) to waive any rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which permit you a 14 day 'cooling off' period. By doing so this will allow us to commence work immediately.

## 4. OUR GOODS

**4.1 Goods may vary slightly from their pictures.** The images of the products in our brochure, social media platforms or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in brochures accurately reflect the colour of the products. Your product may vary slightly from those images.

**4.2 Quality of Goods.** We warrant that on delivery, the Goods shall:

- (a) conform with their description and any applicable Goods Specification;
- (b) be free from material defects in design, material, and workmanship;
- (c) be of satisfactory quality (within the meaning of the Consumer Rights Act 2015);
- (d) have the benefit of the Manufacturer's Warranty/Guarantee.

**4.3 Replacement Goods.** Subject to [Clause 4.6](#), we shall, at our option, replace the defective Goods if:

- (a) you give notice in writing within 7 days of receipt of the Goods;
- (b) we are given a reasonable opportunity of examining such Goods; and
- (c) you (if asked to do so by us) return such Goods to our place of business at your cost if you have changed your mind.

**4.4 Liability for Goods.** We shall not be liable for the Goods' failure to comply with the terms of [Clause 4.3](#) if:

- (a) you make any further use of such Goods after giving a notice in accordance with [Clause 4.3](#);
- (b) the defect arises because you failed to follow our or the Manufacturers verbal or written instructions as to the use or maintenance of the Goods or (if there are none) good trade practice;
- (c) you alter or amend the Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working **conditions**; or

(e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

**4.5** Except as provided in this [Clause 4](#), we shall have no liability to you in respect of the Goods' failure to comply with the terms set out in [Clause 4.2](#).

**4.6 When you become responsible for the Goods.** The Goods and materials and their risk will be your responsibility from the time we deliver them to the address you gave us.

**4.7 When you own Goods.** The title to the Goods and materials shall not pass to you until we have received payment in full (in cash or cleared funds).

**4.8 Legal title to the Goods.** Until title to the goods has passed to you, (where necessary) you shall:

(a) store the goods separately from all other goods held buy you so that they remain readily identifiable as our 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 on our behalf from the date of delivery;

(d) give us such information relating to the Goods as we may require from time to time.

**4.9** The **terms** of these **Conditions** shall apply to any repaired or replacement Goods supplied by us.

## **5. YOUR RIGHTS TO MAKE CHANGES**

**5.1** If you wish to make a change to the Goods you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. OUR RIGHTS TO MAKE CHANGES**

**6.1 Minor changes to the Goods.** We reserve the right to change the Goods:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements.

## **7. SUPPLY OF SERVICES**

**7.1** These Terms and Conditions apply to the following Goods and Services (with specific details specified within the estimate), provided by us:

(a) Boiler Installation;

(b) Boiler Servicing and Repairs;

(c) Underfloor Heating;

(d) General Plumbing & Heating;

(e) Bathrooms and Wet Rooms;

(f) Renewables.

**7.2 When we will provide the Goods and Services.** During the order process we will let you know when we will provide the Goods and Services to you. Please note that we reserve the right to change this date at our discretion and will notify you should this be necessary.

**7.3 We are not responsible for delays outside our control.** If our supply of the Goods and/or Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable and direct or indirect loss caused by such delays.

**7.4 Prior to commencement.** Please make sure that we have full access to the works area, which needs to be clear of obstructions and furniture. We will not be liable for any damage which may occur due to moving of furniture, fixtures, and fittings.

**7.5 Disruption.** Providing our Services can potentially cause disruption. Unless we are directly responsible for it, we will not be liable for loss or damage to your property (including any cleaning needed) or any other type of loss.

**7.6 Additional work.** Our team is there to carry out the work that has been estimated and agreed with you. If you require any additional Goods or Services, in addition to what we originally estimated for, please notify us and we will advise you of the additional fees involved. Once additional work is agreed, the initial payment(s) (for the additional works) will be required prior to commencement and the final payment (for the additional works) is required once completed, and not at the conclusion of the "main" job.

**7.7 Storage.** If we ask you to store any goods or materials whilst the work is ongoing, you are required to oblige and ensure that these are kept in a suitably safe and dry place.

**7.8 Unidentified faults.** Please be aware that any works we carry out may expose additional previously unidentified faults. If this should arise we will advise you of our findings and notify you of the additional costs involved.

**7.9 Minor damage.** We will not be liable for any minor damage unless proven to be negligent.

**7.10 Workmanship Guarantee.** We will provide a 12-month Workmanship Guarantee, on labour carried out by us in respect of faulty workmanship only (this does not cover wear and tear or your/third parties negligence). This commences from the date of completion of the Services.

## **8. YOUR OBLIGATIONS UNDER THE CONTRACT**

**8.1 Additional Obligations.** In addition to any, and all other obligations within this contract, you shall:

(a) ensure that the terms of the order and any information it provides in (in relation to the Goods and Services to be provided) are complete and accurate;

(b) co-operate with us in all matters relating to the Goods and Services;

(c) provide us, our employees, agents, consultants, and subcontractors, with full and clear access to the location where the Goods and Services are to be supplied, and other facilities as reasonably required by the us;

(d) provide us with such information and materials as we may reasonably require in order to supply the Goods and Services, and ensure that such information is complete and accurate in all material respects;

- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and Services before the date on which we start;
- (f) ensure that all valuables are removed from the area where the works are to be provided. We will not be responsible for moving these;
- (g) notify us of anything which may present a hazard or danger to anyone carrying out work in your property;
- (h) ensure we are provided with a safe working space;
- (i) ensure any and all rooms we are working in are structurally sound;
- (j) provide us with access to the supply of mains electricity, gas and water at the location;
- (k) provide us with use of a toilet on site;
- (l) ensure that any and all pets are secured safely away from the works area;
- (m) provide us with parking within 25 metres of the works site and where applicable a parking permit. If we incur any parking fees whilst providing the Services, these will be passed on to you and you will be liable for the same;
- (n) where applicable, keep all materials, equipment, documents, and other property of ours (Supplier Materials) at your premises in safe custody at its own risk, maintain these Goods and Materials in good condition until returned to us, and not dispose of or use the goods and Materials other than in accordance with our written instructions or authorisation;
- (o) comply with all applicable laws, including health and safety laws.

**8.2 Client default.** If our performance of any of our obligations under the contract are prevented or delayed by any act or omission by you or your agents, sub-contractors, or employees, or by failure by you to perform any relevant obligation, then:

- (a) without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until you remedy 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 our performance of any of its obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of your obligations as set out in this [Clause 8.2](#);
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

## **9. IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES**

**9.1 How to tell us about problems.** If you have any questions or complaints about the goods or services, please contact us. You can telephone our customer service team at 07375 804414 or by writing to us at [info@warmflamegas.co.uk](mailto:info@warmflamegas.co.uk).

**9.2 Summary of your legal rights.** We are under a legal duty to supply goods and materials that are in conformity with this contract. Nothing in these **terms** will affect your legal rights.

**9.3 Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection unless you have changed your mind, in which case you will be liable for the cost.

## **10. PRICE AND PAYMENT**

### **10.1 The Price and Payment for goods and services.**

- (a) the charges shall be calculated on a time and material basis, with specific details stipulated in the estimate and payment will be required in accordance with [Clause 10.1\(b\)](#);
- (b) the fees for the agreed Goods and Services will be charged in the following manner (specific details of which payment terms will apply will be provided to you):
  - (i) initial payment – details of which will be provided with your estimate; followed by
  - (ii) staged payments; and
  - (iii) all invoices are payable immediately upon receipt of invoice.

**10.2 Where to submit payment.** You shall pay each invoice submitted by us in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

**10.3 VAT.** All amounts payable by you under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Please note that prices are subject to change if rates change.

**10.4 Price Variation.** We will do our best to complete the work and provide the Goods and Materials for the estimated amount. However, due to unforeseen Circumstances, we may incur additional costs above the estimated amount. In this event, will let you know immediately and explain the reasons for the additional costs and ask you to accept an amended estimate to cover the additional costs.

**10.5 Cancellation.** If you decide to cancel within 5 calendar days of the agreed works commencement date, you will be charged a cancellation fee of 20% of the value of the agreed works. If you have already paid an upfront payment this will be used towards the cancellation fee. If your upfront payment is higher than the cancellation fee, the cancellation fee will be deducted and you will be refunded the remainder, however if the amount of the cancellation fee is higher than the upfront payment or if no such payment has been made by you, we will send you an invoice which will be payable immediately.

**10.6 Late payment.** If you fail to make a payment due to us under the Contract by the due date, then, without limiting the our remedies under [Clause 12](#), you 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 10.6](#) will accrue each day at 4% (Consumers) or 8% (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%.

**10.7 Debt Recovery and Legal Fees.** Under the terms of this agreement, you agree to pay any and all legal costs, fees and disbursements incurred by us instructing Debt Recovery agents or legal representatives to recover outstanding sums owed under the contract, or any disputes which may arise.

**10.8** 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).

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these **terms**, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

**11.3 Further limitations of our potential liability to you.** Subject to the terms of [Clause 11.2](#), we shall not be liable to you, 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) loss of use or corruption of software, data, or information;
- (f) pre-existing faults or issues at the works site;
- (g) loss, damage or issues arising from your failure to act upon our advice;
- (h) loss, damage or issues to your pre-existing pipes and system due to a power flush being carried out;
- (i) pre-existing plumbing or heating systems or boiler faults etc.;
- (j) loss of or damage to goodwill; and
- (k) any indirect or consequential loss.

**11.4 Our total liability.** Subject to [Clause 11.3](#) our total liability to you, 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.

**11.5 Exclusion.** 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.

**11.6 Claims.** All claims against us must be brought within one 1 year after the cause of action arises and you agree to waive any statute of limitations which might apply by operation of law or otherwise.

**11.7** This [Clause 11](#) shall survive termination of the Contract.

## 12. ENDING THE CONTRACT

**12.1 Your rights to end the contract before works commence.** Without affecting any other right or remedy available to it, you may terminate the contract prior to agreed works commencement date by giving us written notice. Please note that you will be liable for the cancellation fee, as per [Clause 10.5](#).

**12.2 Your rights to end the contract after work has commenced.** Without affecting any other right or remedy available to it, you may terminate the Contract by providing us immediate written notice if:

(a) we commit a material breach of our obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days, after receipt of notice in writing to do so;

(b) we take 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) we suspend, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of our business.

**12.3 Our rights to end the contract before works commence.** Without affecting any other right or remedy available to it, we may terminate the contract prior to agreed works commencing by giving you 24 hours written notice. Please note that in these circumstances we will refund any advanced fee paid.

**12.4 Our rights to end the contract.** Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving you written notice if:

(a) you commit 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 being notified in writing to do so;

(b) fail to pay any amount due under the Contract on the due date for payment;

(c) we are prevented from completing the agreed works within the agreed timeframe, due to delays caused by you or other contractors or third parties which you have instructed;

(d) you take any step or action in connection with entering bankruptcy, administration, provisional liquidation, bankruptcy 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;

(e) (where applicable) you suspend, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(f) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or

(g) (where applicable) there is a change of control of your business.

**12.4 Suspension of services.** Without affecting any other right or remedy available to it, we may suspend the supply of Services under the Contract or any other contract between us, if

the you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in [Clause 12.4\(d\)](#) to [Clause 12.4\(g\)](#), or we reasonably believes that you are about to become subject to any of them.

### **13. CONSEQUENCES OF ENDING THE CONTRACT**

#### **13.1 What happens if the contract is ended early.** On ending the Contract:

- (a) If work has not commenced you will be liable to pay the Cancellation Fee (see [Clause 10.5](#)); or
- (b) If work has commenced, we will retain any advanced payment received and you will also be liable to pay for the remainder of the agreed fee for the works in full. We shall submit an invoice to you for the amount, which is owed, which shall be payable by you immediately on receipt; and
- (c) you shall allow us to return to collect all of our Equipment and Plant. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you 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. DATA PROTECTION & PROCESSING**

**14.1** We both acknowledge that for the purposes of General Data Protection Regulation (GDPR), that you are the Data Controller, and we are the Data Processor in respect of any Personal Data.

**14.2** We shall process the Personal Data only in accordance with your instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the you.

**14.3** We will take all reasonable measures to ensure they adhere to its obligations under Articles 30 and 32 of GDPR taking into account the information that the Data controller has made available to it.

**14.4** We shall take reasonable steps to ensure the reliability of all our employees who have access to the Personal Data.

**14.5** We both warrant to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.

**14.6** We warrant that, having regard to the state of technological development and the costs of implementing any measures, we 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.

**14.7** We both agree 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 14](#).

**14.8** You acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the Personal Data. Consequently, we will not be liable for any claim brought by a Data Subject arising from any action or omission by us, to the extent that such action or omission resulted directly from your instructions.

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

## **15. OTHER IMPORTANT TERMS**

### **15.1 Intellectual Property Rights**

(a) 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 you) shall be owned by us.

(b) You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

**15.2 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..

**15.3 Social Media.** We are permitted to take and use photographs and videos and share details of the Services (and Goods) we have provided within the Contract for promotional purposes including, but not limited to on our own website, social media, case studies and blogs and /or any other reasonable means of promotion. Please note that the photographs and videos may be taken by an appointed third party.

### **15.4 Assignment and other dealings**

(a) We may at any time assign, transfer, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) You shall not assign, transfer, subcontract, delegate, or deal in any other manner with any of its rights and obligations under the Contract.

### **15.5 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 estimate 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.

**15.6 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.

**15.7 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.

**15.8 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.

**15.9 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 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 [or negligent misrepresentation] based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

**15.10 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.

**15.11 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).

**15.12 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.

**15.13 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.