Worthing Coaches Limited – Conditions of Private Hire

These conditions apply to the private hire of transport, not operating as a package, as defined by the Package Travel, Package Holidays and Package Tour Regulations 1992.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Additional Costs: as defined in clause 5.4.

Authorised Representative: the individual appointed by the Hirer as its authorised representative in respect of the Contract.

Booking Fee: 20% of the Charges.

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

Cancellation Charges: as defined in clause 6.1

Charges: the charges payable by the Hirer for the supply of the Services in accordance with clause 5.

Code of Practice: the current version of the Supplier's 'code of practice for serving disabled customers' available on the Supplier's website – www.worthing-coaches.co.uk

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Hirer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Government Guidance: government guidance relating to COVID-19 as applicable at the relevant time.

Hirer: the person or firm who purchases the Services from the Supplier.

Hirer Default: has the meaning set out in clause 4.2.

Hirer Materials: means all documents, drawings, information, items and materials in any form, whether owned by the Hirer or a third party, which are provided by the Hirer to the Supplier in connection with the Services.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Hirer's written or oral confirmation that it accepts the Quotation.

Passenger: a person travelling on the Services.

Quotation: the description or specification of the Services provided by the Supplier to the Hirer.

Services: the services, supplied or to be supplied by the Supplier to the Hirer as set out in the Quotation.

Supplier: H. Luckett & Co Limited registered in England and Wales with company number 01072023.

Vehicle: means any vehicle used in the provision of the Services.

1.2 Interpretation:

(a) A reference to legislation or a legislative provision:

(i) is a reference to it as amended, extended or re-enacted from time to time; and

(ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(b) 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.

(c) A reference to **writing** or **written** includes email.

(d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Basis of contract

2.1 The Order constitutes an offer by the Hirer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written confirmation that it accepts the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on the Supplier's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

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

2.5 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 7 days from its date of issue.

3. Supply of Services

3.1 The Supplier shall use reasonable endeavours to:

(a) supply the Services to the Hirer in accordance with the Contract in all material respects;

(b) meet any performance dates as set out in the Contract, but time shall not be of the essence for performance of the Services;

(c) ensure that the Services will be provided using reasonable care and skill; and

(d) provide the vehicles as specified in the Contract.

3.2 Notwithstanding clause 3.1, the Supplier shall be entitled to substitute another Vehicle or provide multiple Vehicles to provide all or part of the Services subject to such substitute Vehicle being of at least equivalent quality to the Vehicle specified in the Quotation. Such substitute may include two single deck Vehicles for a double deck Vehicle

3.3 The Supplier reserves the right to amend the Contract if necessary to comply with any applicable law, regulatory requirement, or government guidance and/or industry practice if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Hirer in any such event.

3.4 If the Supplier provides a larger Vehicle than specified in the Quotation, the Supplier shall be entitled to charge the Hirer for the additional costs of such larger Vehicle if the Hirer uses any of the additional seats provided in the larger Vehicle.

3.5 The Supplier shall be entitled to refuse entry on board to any individual who the Supplier reasonably believes is not complying with the Government Guidance.

3.6 The Supplier shall be entitled to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

3.7 Where Vehicles are wheelchair accessible, the Supplier will provide assistance in accordance with the Code of Practice.

4. Hirer's obligations

4.1 The Hirer shall:

(a) ensure that the terms of the Order and any information it provides are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, and subcontractors, the right of access at no charge for the Vehicle and driver(s) onto such premises and other facilities as reasonably required to perform the Services;

(d) be responsible for providing a suitable location to stop to allow Passengers to board and disembark the Vehicle safely;

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

(f) obtain and maintain all necessary licences, permissions and consents and comply with all relevant legislation which may be required for the Services before the date on which the Services are to start including in relation to the Supplier's use of the Hirer Materials, trademarks, logo and/or brand;

(g) comply with any additional obligations as set out in the Quotation;

(h) be responsible for the acts and omissions of the Passengers;

(i) ensure that all Passengers wear seatbelts whilst travelling on the Vehicle The only exceptions to this requirement are when Passengers are using toilet facilities, or where the Passenger has a valid seat belt exemption certificate. Where a Passenger has a seat belt exemption certificate, the Hirer shall be responsible for ensuring that the Passenger does not sit in any of the front seats of the Vehicle for Passenger safety reasons;

(j) ensure that all children who are legally required travel in a car seat, travel in a car seat provided by the Hirer or the Passenger,

(k) ensure that each car seat provided by the Hirer or any Passenger complies with applicable laws and regulations and is properly installed and used;

(l) ensure that no animals (other than assistance dogs) come on any Vehicle without prior written agreement of the Supplier;

(m) ensure that each Passenger acts in a way which is consistent with helping prevent the spread of Coronavirus (COVID-19) and the Government Guidance;

(n) be responsible for ensuring that Passenger capacity levels do not exceed the level notified by the Supplier;

(o) ensure that no bill, poster or notice is displayed on any Vehicle without the written consent of the Supplier;

(p) ensure that Passengers arrive at the correct departure point with the correct documents and on time to board Vehicles in accordance with timings provided by the Supplier;

(q) ensure that for all overseas journeys, Passengers shall have with them when boarding the Vehicle a passport, and any other required travel documentation, which is valid for the journey to be undertaken and any return journey;

(r) ensure that Passengers do not behave in a manner that is or is perceived to be, abusive or threatening to any other person or otherwise in a disorderly way. Where Passengers do behave in such a manner, the Supplier or its representatives shall be entitled to remove the Passenger;

(s) ensure that Passengers shall not smoke (including substitute smoking materials such as electronic cigarettes) onboard the Vehicle;

(t) ensure that Passengers shall not consume any alcoholic drinks onboard the Vehicle unless otherwise agreed in writing with the Hirer;

(u) ensure that all luggage shall be less than 20kg in weight and any item which is considered to be unsuitable by the Supplier or driver of the Vehicle by reason of its weight, size, shape or character, or which is fragile (and not securely packed) or perishable or in liquid form (and not securely sealed) shall not be allowed on the Vehicle and that each Passenger accepts that the Supplier or the driver of the Vehicle has absolute discretion as to what luggage may be allowed on the Vehicle;

(v) ensure that all luggage except hand luggage and small valuable items and important papers or instruments creating legal entitlements shall be stored in hold. Small valuable items and important papers or instruments creating legal entitlements should not be stowed in the luggage hold of the Vehicle under any circumstances but must be taken on board the Vehicle as hand luggage. Small valuable items include bank cards, money, medication, jewellery, precious metals, laptop computers, hard drives, personal electronic devices and mobile phones, and important papers and instruments creating legal entitlements include negotiable documents, securities, business documents, passports, visas, tickets and identification documents. All items including small valuable items and important papers or instruments creating legal entitlements will be carried on the Vehicle at the Passenger's own risk and must not be left unattended by the Passenger. The Supplier shall have no liability for any loss or damage occurring to any valuable item placed in the hold of the Vehicle for any reason whatsoever;

(w) ensure that all luggage shall be packed safely and securely by Passengers and locked to protect from loss, damage and interference. Luggage must also be properly labelled with contact details;

(x) ensure that Passengers take with them all luggage and other property belonging to them at the end of the journey. The Supplier shall not be responsible for any property or equipment left on the coach. Any item of lost property will be held for a period of 1 month following the date of travel. Where a Passenger has failed to collect such left luggage within a month of date of travel, the Supplier shall dispose of this. Passengers shall be responsible for collection of left luggage from the relevant collection site as notified by the Supplier;

and

(y) ensure that Passengers do not bring the following prohibited items onto the Vehicles:

i. weapons;
ii. explosives;
iii. drugs(other than medicines for which the Passenger has a prescription or wereo btained over the counter);
iv. Caustic substances or solvents;
v. Non-folding pushchairs/ prams;
vi. Oversized sports equipment unless otherwise agreed by the Supplier;
vii. Non- folding bicycles;
viii. Any other items which are not permitted to be carried under the law of any country which the Vehicle may enter; or
iv. Any items which in the opinion of the Supplier or driver of the Vehicle consider to be unsafe, or may cause injury, offence or damage to any persons or property, including items with sharp or protruding edges.

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

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Hirer remedies the Hirer Default, and to rely on the Hirer Default to relieve it from the performance of any of its obligations in each case to the extent the Hirer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Hirer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Hirer Default.

5. Charges and payment

5.1 The Hirer shall pay the Charges for the Services.

5.2 The Booking Fee shall form part of the Charges and is non-refundable and shall remain payable in the event of termination or cancellation of Services.

5.3 In consideration of the Booking Fee the Supplier shall provide the following:

(a) A detailed itinerary including driver plan;

(b) confirmation of suitable pick up and drop off locations (confirmation of a suitable location based on Hirer requirement);

(c) confirmation of suitable routes following route risk assessments and reviews to ensure no access restrictions;

(d) Vehicle details including vehicle facilities (eg wi-fi, toilets, tables etc);

(e) if a subcontractor is to be used to perform the Services, identification and confirmation of the identity of the subcontractor following engineering and safety checks;

(f) timings including any required stops to comply with driver legal rest periods;

(g) a named point of contact who will be available to assist with any query regarding the Services.

5.4 Unless otherwise confirmed in writing by the Supplier to be included in the Charges, the Supplier shall be entitled to charge the Hirer, and the Hirer shall pay, for any expenses incurred by or on behalf of the Supplier in connection with the Services including the following additional costs and charges (the "**Additional Costs**"):

(a) hotel costs, subsistence and any associated expenses;

(b) extra costs for employing additional drivers due to acts or omissions of Passengers which cause delays to travel;

(c) tolls, ferry/ tunnel crossings;

(d) additional coach parking charges and Vehicle waiting charges;

(e) any costs associated with Vehicles that attract Ultra Low Emission Zone charges;

(f) increased fuel costs, currency charges, road tolls or taxes imposed by the governments of the UK and other countries which the Supplier experiences following the Commencement Date; and/or

(g) any other reasonable costs and expenses as notified to the Hirer;

5.5 If the Supplier has agreed in writing that the Charges can be paid following completion of the Services:

(a) the Supplier shall invoice the Hirer for the Charges (including the Booking Fee) either:

(i) on completion of the Services if the Services are completed within a month; or

(ii) if the Services are provided over a period of more than one month, on a monthly basis; and

(b) the Hirer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice.

5.6 If clause 5.5 does not apply and the Contract is formed more than 30 days before travel:

(a) the Supplier shall invoice the Hirer for the Charges (including the Booking Fee) on acceptance of the Order and the Hirer shall pay the Booking Fee within 7 days of the date of the invoice; and

(b) the remainder of the Charges shall be paid in accordance with the payment terms detailed in the Quotation and in absence of payment terms being detailed in the Quotation within 30 days of completion of the Services.

5.7 If clause 5.5 does not apply and the Contract is formed 30 days or less before travel:

(a) the Supplier shall invoice the Hirer for the Charges (including the Booking Fee) on acceptance of the Order and the Hirer shall pay such invoice within the relevant period specified below:

Date Order accepted	Invoice paid
8 to 30 days (inclusive) prior to the commencement of travel	within 3 Business Days of the date of the invoice.
2 to 7 days (inclusive) prior to the commencement of travel	within 24 hours of receipt of the invoice
1 day or less prior to the commencement of travel	immediately via bank transfer or debit or credit card

5.8 The Supplier may invoice the Hirer for any Additional Charges, or any Cancellation Charges at any time and the Hirer shall pay any such invoice within 30 days of the date of the invoice.

5.9 The Hirer shall pay each invoice submitted by the Supplier 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.

5.10 All amounts payable by the Hirer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Hirer, the Hirer 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 Services at the same time as payment is due for the supply of the Services.

5.11 If the Hirer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's other rights or remedies under the Contract, the Hirer 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 **5.11** will accrue each day at 6% 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%.

5.12 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).

6. Cancellation of Services

6.1 Where Services are cancelled by the Hirer, the Hirer will pay the following cancellation charges (the "**Cancellation Charges**") to the Hirer together with any Additional Charges which the Supplier has committed to or incurred prior to cancellation in respect of the cancelled Services:

Cancellation notice received (days before travel)	Percentage of Charges (including the Booking Fee) payable in respect of the cancelled Services.
28 days or more	20%
14-27 days	50%
7-13 days	60%
3-6 days	75%
1-2 days	85%
Day of hire	95%
Arrival of coach at departure	100%

6.2 If the Services are terminated in part only, the Charges shall be recalculated and a pro- rated Booking Fee shall be applicable.

6.3 Cancellation by the Hirer due to weather conditions will be charged as above.

7. Intellectual property rights

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

7.2 The Hirer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any all Hirer Materials provided by the Hirer to the Supplier for the term of the Contract and for 30 days following termination or expiry of the term for the purpose of providing the Services to the Hirer.

7.3 The Hirer warrants that:

(a) It is the sole legal and beneficial owner of, and own all the rights and interests in, the Hirer Materials; and

(b) the receipt and use of Hirer Materials in accordance with the terms of this Contract by the Supplier and/or our sub-licensees shall not infringe any rights, including (without limitation) any Intellectual Property Rights, of any third party,

7.4 The Hirer shall indemnify the Supplier in full against all liabilities, costs, damages, expenses and losses and all other professional costs and expenses suffered or incurred by us arising out of or in connection with, any breach of the above warranties, or any claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Contract of the Hirer Materials

8. Data protection

8.1 The Hirer shall comply with its obligations under the data protection legislation. This clause 8 is in addition to, and does not relieve, remove or replace, the Hirer's obligations or rights under the data protection legislation.

8.2 Without prejudice to the generality of clause 8.1, the Hirer will ensure that it has all necessary consents and notices in place to enable lawful transfer of any personal data transferred to the Supplier in respect of the Services for the duration and purposes of this Contract

9. Authorised Representative

9.1 The Hirer shall appoint and notify the Supplier of the identity and contact details of the Authorised Representative as soon as the Contract is formed.

9.2 The Authorised Representative shall be responsible for the day to day running of the Contract and shall have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Contract.

10. Limitation of liability:

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in this clause 10 shall limit the Hirer's payment obligations under the Contract.

10.3 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; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.4 Subject to clause 10.3 (Liabilities which cannot legally be limited), the Supplier's total maximum liability to the Hirer shall not exceed:

(a) £500 in relation to all loss or damage to luggage or other items of property.

(b) for all other loss or damage shall not exceed 100% of the total charges paid or payable under the Contract in relation to all other losses not covered in clause 10.4 (a).

10.5 Subject to, clause 10.2 (No limitation of Hirer's payment obligations) and clause 10.3 (Liabilities which cannot legally be limited), this clause 10.5 sets out the types of loss that 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.

10.6 The Supplier has given commitments as to compliance of the Services with relevant Quotations in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.7 Unless the Hirer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the event having occurred and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.8 The Supplier shall not accept liability for any losses incurred by Passengers who fail to follow instructions given to the Hirer, for Passengers causing damage to Vehicles and for delays caused by the Hirer or Passenger which mean the Supplier is unable to arrive at its destination on time.

10.9 This clause 10 shall survive termination or expiry of the Contract.

11. Termination and suspension

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

(a) the other party commits a material breach of any term 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 to do so;

(b) the other party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

(a) the Hirer fails to pay any amount due under the Contract on the due date for payment or

(b) there is a change of control of the Hirer.

11.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Hirer and the Supplier if:

(a) the Hirer fails to pay any amount due under the Contract on the due date for payment;

(b) the Hirer becomes subject to any of the events listed in clause 11.1(b) to 11.1(d)or the Supplier reasonably believes that the Hirer is about to become subject to any of them.

11.4 Upon termination or expiry of the Contract, the Hirer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied, Additional Charges and/or Cancellation Charges for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Hirer immediately on receipt.

11.5 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.

11.6 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.

12. General

12.1 **Force majeure**. The Supplier shall not 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 events, circumstances or causes beyond its reasonable control.

12.2 **Assignment and other dealings.**

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Hirer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

12.3 **Confidentiality.**

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Hirers, clients or suppliers of the other party, except as permitted by clause 12.3.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

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

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

12.4 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

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

12.6 **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 right or remedy. 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.

12.7 **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 or part-provision of this Contract deleted under this clause 12.7 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.

12.8 **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 registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, 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

(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 12.8(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 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 **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.

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

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