

The Customer's attention is particularly drawn to the provisions of clause 12.

1. Interpretation

1.1	Definitions. In these Conditions, the following definitions apply:
Business Day	a day other than a Saturday, Sunday or statutory public holiday in England .
Commencement Date	has the meaning set out in clause 2.3.
Conditions	these terms and conditions as amended from time to time in accordance with clause 15.7.
Construction Specification	the Supplier's construction specification as attached to these Conditions.
Contract	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer	the person or firm who purchases the Goods and/or Services from the Supplier.
Delivery Location	has the meaning set out in clause 4.2.
Force Majeure Event	has the meaning given to it in clause 14.1.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including the Construction Specification and any other relevant plans or specifications set out within our quotations or as agreed in writing between the Customer and the Supplier.
Intellectual Property Rights	copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 Customer's order for the supply of Goods and/or Services, as set out in the the Supplier's quotation and accepted by the Customer in writing.
Services	the services, supplied by the Supplier to the Customer as set out in the Service Specification below.
Service Specification	the description or specification for the Services

Supplier	provided in writing by the Supplier to the Customer. RappeLL LV Limited registered in England and Wales with company number 06809670 and whose registered office is at Moston Road, Sandbach, Cheshire, CW11 3HL.
Supplier Materials	has the meaning set out in clause 8.1.8.
1.2	Construction. In these Conditions, the following rules apply:
1.2.1	a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
1.2.2	a reference to a party includes its successors or permitted assigns;
1.2.3	a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
1.2.4	any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
1.2.5	a reference to writing or written excludes faxes but includes and e-mails.
2.	Basis of contract
2.1	The Supplier will supply the Customer with a quotation upon request.
2.2	The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions and the quotation.
2.3	The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
2.4	The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
2.5	Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or

2.6	illustrations or descriptions of the Services contained in the Supplier's catalogues, website or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
2.7	These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.8	Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Days from its date of issue.
	All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
3.	Goods
3.1	The Goods are described in the Supplier's catalogue and all applicable Goods Specifications.
3.2	The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
4.	Delivery of Goods
4.1	The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the delivery, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
4.2	The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.
4.3	Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
4.4	The Supplier will confirm on or around the Commencement Date the estimated delivery date for the Goods. The Supplier's estimated time for delivery of LV switchboards is 6 – 8 working weeks. The Supplier's estimated time for delivery for package sub-stations is 10 – 12 working weeks. Any

	delivery dates provided are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery and/or failure of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods (and in the case of failure the Supplier's liability shall be limited to the cost of obtaining similar replacement goods).		200mm of vertical clear room for transportation skoots and/or rollers;	5.3.2	the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
4.5	If the Customer fails to accept or take delivery of the Goods on or before the earlier of;	4.7.4	the switchroom is in a finished state, dust free and water tight to prevent condensation and completely clear from any and all equipment not associated with the Supplier's Goods; and	5.3.3	the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
4.5.1	10 Days of the Supplier notifying the Customer that the Goods are ready (the Notification); or	4.7.5	the switchroom floor is level ,	5.3.4	the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
4.5.2	the last day of the calendar month in which the Notification is served,	4.8	and to the extent some or all of these assumptions turn out to be false, the Supplier shall be entitled to increase its delivery charges as reasonable and appropriate.	5.3.5	the Customer alters or repairs such Goods without the written consent of the Supplier;
	(the earlier of which being known as the Default Acceptance Date) then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:		Any delivery charges will be exclusive of crane-hire or hiab hire. The Supplier can not supply cranes for the movement of switchgear and this should be arranged by the Customer. The Supplier can arrange for a hiab to be available at the point of delivery for additional cost, but should brought to the Supplier's attention prior to the Contract being formed.	5.3.6	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
4.5.3	delivery of the Goods shall be deemed to have been completed at 9.00 am on the Default Acceptance Date; and	5.	Quality of Goods	5.3.7	the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
4.5.4	the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).	5.1	The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period) (unless agreed otherwise in writing), the Goods shall:	5.4	Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
4.6	The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.	5.1.1	conform in all material respects with their description and any applicable Goods Specification;	5.5	The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.
4.7	The Customer must ensure that (and shall notify the Supplier as soon as practicable if any of the following assumptions are no longer true);	5.1.2	conform with current applicable legislation; and	6.	Title and risk
4.7.1	the switchroom is on the ground floor of the Delivery Location and within 10 metres of the offload point;	5.1.3	be free from material defects in design, material and workmanship.	6.1	The risk in the Goods shall pass to the Customer on completion of delivery (and for the avoidance of doubt, where Goods contained within the same Order are delivered separately or in instalments, risk shall pass (respectively) for each delivery of Goods at the time of their delivery and notwithstanding the fact all of the Goods in that particular Order have been delivered).
4.7.2	a clear access route has been established and formed for delivery vehicle(s);	5.2	Subject to clause 5.3, if:	6.2	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 which case title to the Goods shall pass at the time of payment of all such sums.
4.7.3	access throughout the premises of the Delivery Location is of sufficient height and width to accept (with ease) the largest section of the Goods in a vertical position with a further	5.2.1	the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;	6.3	BE ADVISED; the Customer shall have no right to re-sell or pledge (or in any way charge by way of security for any indebtedness) any of the Goods which remain the property of the Supplier. If the Customer does so (or does or fails to do anything and as a result an administrator or receiver may
		5.2.2	the Supplier is given a reasonable opportunity of examining such Goods; and		
		5.2.3	the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,		
			the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.		
		5.3	The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:		
		5.3.1	the Customer has failed to store the goods in accordance with clause 8.1.11;		

	take possession of assets or a winding up petition may be presented), all sums owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) immediately be due and payable.				
6.4	Until title to the Goods has passed to the Customer, the Customer shall:				
6.4.1	ensure the goods remain readily identifiable as the Supplier's property;	6.5.6.2	any premises of any third party where the Goods are stored in order to recover them (and if the Delivery Location and/or storage of the Goods is at the premises of a third party the Customer shall, prior to the scheduled date for delivery, obtain the formal written consent of all necessary third parties to grant the Supplier all necessary access onto the Delivery Location at all times to both deliver and (if necessary) reclaim any Goods pursuant to this clause 6 (a copy such consent to be provided to the Supplier on reasonable request)),	7.4	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
6.4.2	not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;		and in either case, the Customer shall indemnify and keep indemnified the Supplier in full and on demand from and against all reasonably and properly incurred losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising out of, or in connection with this clause 6.5.6 including (but not limited to) any application to court for specific performance and any and all legal fees in connection with the same including (but not limited to) indemnifying the Supplier against any liability for damages caused in any repossession which could not reasonably have been avoided.		
6.4.3	maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;			8.	Customer's obligations
6.4.4	notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.11; and			8.1	The Customer shall:
6.4.5	give the Supplier such information relating to the Goods as the Supplier may require from time to time.			8.1.1	ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
6.5	If before title to the Goods passes to the Customer:			8.1.2	co-operate with the Supplier in all matters relating to the Services;
6.5.1	the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.11; or			8.1.3	provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Supplier to provide the Services;
6.5.2	the Supplier suspects (in its absolute discretion) that the Customer may become subject to any of the events listed in clause 13.1.1 to clause 13.1.11; or	7.	Supply of Services	8.1.4	obtain all necessary permission in accordance with clause 6;
6.5.3	the Supplier suspects (in its absolute discretion) the Customer may be unable or willing to pay for the Goods as and when payment falls due;	7.1	The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.	8.1.5	provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
	then, without limiting any other right or remedy the Supplier may have:	7.2	The Supplier shall use all reasonable endeavours to meet any performance times and dates for the Services specified, but any such times and dates shall be estimates only and time shall not be of the essence for the performance of the Services. The Supplier shall have no liability for any failure to perform the Services in accordance with any time estimate provided, nor shall it have any liability if such delay is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions.	8.1.6	prepare the Customer's premises (or the third-party's premises as the case may be) for the supply of the Services;
6.5.4	the Customer's right use the Goods ceases immediately;			8.1.7	obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
6.5.5	the Supplier may at any time require the Customer to deliver up all Goods in its possession; and			8.1.8	keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
6.5.6	the Supplier may at any time enter:			8.1.9	if the Supplier is testing switchgear on the Customer's premises (or the premises of a third-party):
6.5.6.1	any premises of the Customer where the Goods are stored in order to recover them (and to this extent, the Customer hereby grants to the Supplier an irrevocable licence to enter the Customer's premises at any time and without notice to perform recover any and all Goods in accordance with this clause 6, such licence being surrendered by the Supplier at such point in time as all outstanding amounts owing are paid and title to the Goods has passed); and	7.3	The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.	8.1.9.1	the switchroom is clear of all personnel for safety reasons;
				8.1.9.2	sufficient lighting and a 415/240/110v supply is made available to the Supplier immediately upon request;
				8.1.10	identify to the Supplier whether or not the Delivery Location is at the Customer's premises or that of a third-party and in the case of the latter, the Customer shall supply such

	relevant information about the third-party as the Supplier might reasonably request; and				
8.1.11	ensure that any Products (and in particular switchboards) which can not be immediately installed and energised, are stored in an indoor, dry, clean, non-corrosive, dust free and appropriately heated environment and should always be kept on sold level surfaces with all switchgear sections remaining in an upright position at all times. BE ADVISED; laying switchgear sections on their back or side can result in permanent damage to components and the switchgear structure, which will void the warranty set out in clause 5 above.				
8.2	If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):				
8.2.1	the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;				
8.2.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and				
8.2.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.				
9.	Charges and payment				
9.1	The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.				
9.2	The charges for Services shall be on a fixed-fee basis and as follows:	9.2.1	the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;	9.7	All amounts payable by the Customer 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 Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
		9.2.2	the Supplier shall be entitled to charge an overtime rate for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2.1 and such charge shall be at its standard out of hours rate; and		
		9.2.3	the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.	9.8	If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
		9.3	The Supplier reserves the right to increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery (for Goods) and before completion of the Services (in respect of the Services), to reflect any increase in the cost of the Goods to the Supplier that is due to any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.	9.9	The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
		9.4	In respect of Goods, the Supplier shall invoice the Customer:	10.	Intellectual property rights
		9.4.1	at the point of delivery; or	10.1	All Intellectual Property Rights in the Goods (including (but not limited to) the design rights and copyright subsisting in any Goods Specifications) or arising out of or in connection with the Services shall be owned by the Supplier.
		9.4.2	if the Customer fails to take delivery, on the Default Acceptance Date in accordance with clause 4.5.		
		9.5	In respect of Services, the Supplier shall invoice the Customer on the day the works are substantially and materially completed (in the Supplier's opinion and at its absolute discretion) and in arrears.	10.2	All Supplier Materials are the exclusive property of the Supplier.
		9.6	The Customer shall pay each invoice submitted by the Supplier:	11.	Confidentiality
		9.6.1	within 30 days of the date of the invoice (unless mutually agreed to the contrary in writing); and		A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to
		9.6.2	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.		

	those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.				
12.	Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE				
12.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:	13.1.1	the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;	13.1.10	the other party'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; or
12.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	13.1.2	the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	13.1.11	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
12.1.2	fraud or fraudulent misrepresentation;			13.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
12.1.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);	13.1.3	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;	13.3	Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.11, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
12.1.4	breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or	13.1.4	a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;	13.4	On termination of the Contract for any reason:
12.1.5	defective products under the Consumer Protection Act 1987.	13.1.5	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);	13.4.1	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
12.2	Subject to clause 12.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including (but not limited to) economic loss, loss of reputation, loss of goodwill, loss of revenue, loss of income, loss of commercial opportunities and loss of business.	13.1.6	the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;	13.4.2	the Customer shall return all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
12.3	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.	13.1.7	a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;	13.4.3	the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
12.4	This clause 12 shall survive termination of the Contract.	13.1.8	any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.1 to clause 13.1.7 (inclusive);	13.4.4	clauses which expressly or by implication have effect after termination shall continue in full force and effect.
13.	Termination				
13.1	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:	13.1.9	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;		

14.	Force majeure				
14.1	For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.	15.2.2	A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, ten Business Days after transmission provided that in each case a carbon-copy of such email is sent to each of:	15.5	No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
14.2	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.	15.2.2.1	Diana Blaney-Bailey (at DianaBlaney-Bailey@rappell.co.uk; and	15.6	Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
14.3	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 10 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.	15.2.2.2	John Quirk (at JohnQuirk@rappell.co.uk).	15.7	Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
15.	General	15.2.3	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action	15.8	Governing law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
15.1	Assignment and other dealings.	15.3	Severance.	15.9	Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
15.1.1	The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.	15.3.1	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.		
15.1.2	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.	15.3.2	If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.		
15.2	Notices.	15.4	Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.		
15.2.1	Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, or e-mail.				