

Avid Technology Limited – terms and conditions of sale

1.	Interpretation	2.4	Any drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues 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.
1.1	Definitions. In these Conditions, the following definitions apply:	2.5	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.
	Business Day	2.6	Any quotation given by the Supplier shall not constitute an offer, and, unless otherwise agreed in writing by the Supplier, is only valid for a period of forty (40) days from its date of issue.
	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;	2.7	All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
	Commencement	3.	Goods
	has the meaning set out in clause 2.2;	3.1	The Goods are described in the Goods' Specification.
	Date	3.2	To the extent that the Goods are to be manufactured in accordance with a Goods' Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods' Specification. This clause 3.2 shall survive termination of the Contract.
	Conditions	3.3	The Supplier reserves the right to amend the Goods' Specification if required by any applicable law, statute or regulatory requirement.
	these terms and conditions as amended from time to time in accordance with clause 16.7;	3.4	Where materials incorporated into the Goods are required to be tested to ensure that they comply with all applicable International Organisation for Standardisation (ISO) or other applicable industry standards in the relevant country and within the European Economic Community, such testing shall be carried out at the place of their manufacture. The results of such ISO and other testing shall be made available to the Customer. Any further ISO or other industry standard testing required by the Customer, and all associated costs and expenses, shall be the sole responsibility of the Customer.
	Contract	4.	Delivery of Goods
	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions;	4.1	The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered. For the avoidance of doubt, the Supplier shall not provide a delivery note in respect of any Services.
	Customer	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.
	the person or firm who purchases the Goods and/or Services from the Supplier;	4.3	Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
	Delivery Location	4.4	Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions, access to the Delivery Location or any other instructions that are relevant to the supply of the Goods.
	has the meaning set out in clause 4.2;	5.	Quality of Goods
	Force Majeure Event	5.1	Unless otherwise agreed in writing by the Supplier, the Supplier warrants that on delivery, and for a period of twelve (12) months from the date of delivery (warranty period), the Goods shall:
	has the meaning given to it in clause 15.1;	5.1.1	conform in all material respects with their description and any applicable Goods' Specification;
	Goods	5.1.2	be free from material defects in design, material and workmanship; and
	the goods (or any part of them, including replacement parts) set out in the Order;	5.1.3	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
	Goods'	5.2	Subject to clause 5.3, if:
	Specification	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;
	any specification for the Goods, including any relevant plans, drawings and particulars of weights and dimensions that is agreed in writing by the Customer and the Supplier;	5.2.2	the Supplier is given a reasonable opportunity of examining such Goods; and
	Intellectual Property Rights	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,
	patents, rights to inventions, 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 Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as applicable;		
	Services		
	the installation services, supplied by the Supplier to the Customer as set out in the Services' Specification below;		
	Services'		
	Specification		
	the description or specification for the Services provided in writing by the Supplier to the Customer;		
	Supplier		
	Avid Technology Limited registered in England and Wales with company number 04978723 whose registered office is at Unit 3D Nelson Way, Nelson Park West, Cramlington, Northumberland, NE23 1WG; and		
	Supplier Materials		
	has the meaning set out in clause 9.1.7.		
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);	4.5	If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
1.2.2	a reference to a party includes its personal representatives, successors or permitted assigns;	4.6	If twenty (20) Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
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;	5.	Quality of Goods
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	5.1	Unless otherwise agreed in writing by the Supplier, the Supplier warrants that on delivery, and for a period of twelve (12) months from the date of delivery (warranty period), the Goods shall:
1.2.5	a reference to writing or written includes faxes and e-mails.	5.1.1	conform in all material respects with their description and any applicable Goods' Specification;
2.	Basis of Contract	5.1.2	be free from material defects in design, material and workmanship; and
2.1	The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.	5.1.3	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
2.2	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).	5.2	Subject to clause 5.3, if:
2.3	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.	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;
		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 sole discretion and cost, repair or replace the defective Goods, or refund the price of the defective Goods in full within 3 months from receipt of returned goods from the customer. The Supplier shall reserve the right to replace defective goods with alternative, equivalent parts that will meet the customer specification requirements in the intended application.		7.3.2	notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.11; and
			7.3.3	give the Supplier such information relating to the Goods as the Supplier may require from time to time.
5.3	The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 nor shall it be liable to pay any costs or expenses associated with repairing or replacing defective Goods (which shall be the Customer's sole cost and responsibility and the Customer shall indemnify, and keep indemnified, the Supplier against all actions, claims, costs, damages, expenses or any other losses) if:	7.4		If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.11, then, without limiting any other right or remedy the Supplier may have:
	5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;		7.4.1	the Customer's right to use the Goods in the ordinary course of its business ceases immediately; and
	5.3.2 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;		7.4.2	the Supplier may at any time:
	5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods' Specification supplied by the Customer;		7.4.2.1	require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and
	5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;	8.	7.4.2.2	if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
	5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;	8.1		
	5.3.6 the Goods differ from the Goods' Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or	8.2		
	5.3.7 the defect arises as a result of any defect in or with any part of the Customer's vehicle to which the Goods are being installed.	8.3		
5.4	The Customer shall be responsible for managing and maintaining suitable stocks of spare parts to ensure timely replacement of defective goods.	8.4		
5.5	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 warranties set out in clause 5.1.	9.		Customer's Obligations
5.6	Save in respect of the warranty period referred to in clause 5.1 above, the terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.	9.1		The Customer shall:
5.7	The warranties provided at clause 5.1 shall not apply to any Prototype Goods (as defined in clause 10.5).		9.1.1	ensure that the terms of the Order and (if submitted by the Customer) the Goods' Specification are complete and accurate;
6.	Change Control, Technology Substitution and Development		9.1.2	co-operate with the Supplier in all matters relating to the Services;
6.1	Either party may, by giving reasonable written notice to the other party at any time during the term of the Contract, request a change to the Goods for any reason, including but not limited to, due to a change in applicable laws, statutes, regulations, codes or industry standards and practices relating to the Goods and/or the Customer's market sector and/or due to any advancement in technology or change in performance characteristics and/or due to any changes in the costs of raw materials and/or costs of manufacture.		9.1.3	provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities and equipment (including but not limited to vehicle lifts) as reasonably required by the Supplier to provide the Services;
6.2	Within ten (10) Business Days of receipt by the Supplier from the Customer of a notice under clause 6.1, the Supplier shall, determine whether the Customer's change request is feasible and, if so, shall, at its rates then in force, prepare for the Customer a written quote for any increase or decrease in the price of the Goods.		9.1.4	provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services (including but not limited to an accurate specification of the Customer's vehicle to which the Services apply) and ensure that such information is accurate in all material respects;
6.3	Within ten (10) Business Days of receipt of the written quote referred to in clause 6.2, the Customer shall inform the Supplier in writing of whether or not the Customer wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed a written agreement (Change Agreement) specifying, in particular, any changes to the price of the Goods.		9.1.5	prepare the Customer's premises for the supply of the Services including ensuring:
			9.1.5.1	that any of the Customer's vehicles that are subject to the Services being carried out on them are at the correct Customer premises to allow the Services to be carried out;
			9.1.5.2	that there is sufficient space (such space to be under cover, clean and on a level and flat surface) within the Customer's premises to allow the Supplier to carry out the Services; and
			9.1.5.3	that any of the Customer's vehicles that are subject to the Services being carried out on them have had their engines sufficiently cooled to allow the Services to be performed without delay,
6.4	In the event that the Customer wishes to investigate alternative products and product delivery, it may notify the Supplier and discuss further opportunities for working together but any such work shall be conducted under a separate agreement to be agreed between the parties.		9.1.6	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; and
6.5	Within ten (10) Business Days of receipt by the Customer from the Supplier of a notice under clause 6.1, the Customer shall, based on the Supplier's rates and written quote as set out in such notice, inform the Supplier in writing of whether or not the Customer wishes to accept the requested change or terminate the Agreement. The Supplier shall not make the requested change until the parties have agreed and signed a Change Agreement specifying, in particular, any changes to the price of the Goods.		9.1.7	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.
7.	Title and Risk			
7.1	The risk in the Goods shall pass to the Customer on completion of delivery.			
7.2	Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.	9.2		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 including but not limited to those at clause 9.1, including but not limited to the Customer failing to provide the Supplier with access to the Customer's premises (Customer Default):
7.3	Until title to the Goods has passed to the Customer, the Customer shall:		9.2.1	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
	7.3.1 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;			

	extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;		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 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 9.2; and	10.7	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 The Bank of England'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.
9.2.3	the Customer shall reimburse the Supplier, in full, on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default, including but not limited to all travel, accommodation and subsistence costs and all personnel charges, which shall be charged at the Supplier's applicable daily rate as at the date such charges were incurred.	10.8	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.
10.	Charges and Payment		
10.1	The price for Goods and/or Services 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. Unless otherwise agreed in writing by the Supplier, when providing both Goods and Services, the price of the Goods is inclusive of all costs and charges of packaging, insurance and transport of the Goods. Unless otherwise agreed in writing by the Supplier, when providing either Goods or Services, the Customer shall be solely responsible for all costs and charges of packaging, insurance and transport relating to either the Goods or Services.	11.	Intellectual Property Rights
		11.1	All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Supplier.
		11.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and/or Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
10.2	The Supplier reserves the right to:		
10.2.1	increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any twelve (12) month period. The Supplier will give the Customer written notice of any such increase thirty (30) days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within fourteen (14) days of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving seven (7) days' written notice to the Customer; and	11.3	All Supplier Materials are the exclusive property of the Supplier.
10.2.2	increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:	12.	Confidentiality
10.2.2.1	any factor beyond the control of the Supplier (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, transportation costs, materials and other manufacturing costs);		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 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 12 shall survive termination of the Contract.
10.2.2.2	any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods' Specification; or	13.	Limitation of Liability
10.2.2.3	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.	13.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:
		13.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
		13.1.2	fraud or fraudulent misrepresentation;
		13.1.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
		13.1.4	breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
10.3	Subject to clause 10.5, in respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery, provided always that, where the Customer cancels an Order prior to delivery of the Goods, the Supplier shall be entitled to invoice the Customer for all costs and expenses (including but not limited to all costs of raw materials) incurred by the Supplier up to and including the date of cancellation. In respect of Services, the Supplier shall invoice the Customer on or at any time after completion of the Services.	13.2	Subject to clause 13.1:
		13.2.1	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 ; and
10.4	Unless otherwise agreed in writing by the Supplier, the Customer shall pay each invoice submitted by the Supplier:	13.2.2	unless otherwise agreed in writing between the parties, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer under the Contract.
10.4.1	within thirty (30) days of the date of the invoice; and		
10.4.2	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.		
10.5	Where, in order to verify the efficiency and effectiveness of the Goods, the Supplier has agreed to provide and install prototype Goods on any of the Customer's vehicles (Prototype Goods), such Prototype Goods shall be provided to the Customer free of charge for a maximum period of two (2) months from the date of their installation (Trial Period). Following expiry of the Trial Period, and provided that the Customer has not (a) notified the Supplier prior to the expiry of the Trial Period that the Customer no longer requires the Prototype Goods; or (b) agreed, in writing, an extension of the Trial Period with the Supplier, the Supplier shall submit its invoice to the Customer for the Prototype Goods, which shall be payable in accordance with clause 10.4.	13.3	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.
		13.4	This clause 13 shall survive termination of the Contract.
		14.	Termination
		14.1	Without limiting its other rights or remedies the Supplier may terminate the Contract by giving the Customer not less than thirty (30) days' written notice.
10.6	Unless otherwise stated on the Supplier's quotation, 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	14.2	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:
		14.2.1	the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so;

14.2.2	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 or (being a partnership) has any partner to whom any of the foregoing apply;	15.2	direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
14.2.3	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;	15.3	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.
14.2.4	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;	16.	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than four (4) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
14.2.5	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 fourteen (14) days;	16.1	General
14.2.6	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);	16.1	Assignment and other dealings.
14.2.7	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;	16.1.1	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.
14.2.8	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;	16.1.2	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.
14.2.9	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 14.2.2 to clause 14.2.8 (inclusive);	16.2	Notices.
14.2.10	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or	16.2.1	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 (if it is a company) or its principal place of business (in any other case) 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 fax.
14.2.11	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.	16.2.2	A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; 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 fax, one Business Day after transmission.
14.3	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.	16.2.3	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
14.4	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 14.2.2 to clause 14.2.11, or the Supplier reasonably believes that the Customer is about to become subject to any of them.	16.3	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.
14.5	On termination of the Contract for any reason:	16.4	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.
14.5.1	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;	16.5	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.
14.5.2	the Customer shall return all or any Supplier Materials which are at the Customer's premises. 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;	16.6	Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
14.5.3	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	16.7	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.
14.5.4	clauses which expressly or by implication have effect after termination shall continue in full force and effect.	16.8	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.
15.	Force Majeure	16.9	Jurisdiction. Each party irrevocably agrees that the courts of England 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	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		