

PPS OFFICE USE ONLY			
Date Received		Presented by	
Cust. Code.		Decision	Approved <input type="checkbox"/>
Initial Limit (£ per month)		Declined <input type="checkbox"/>	
Rev. Limit £		Terms	
	From	Terms	
Rev. Limit £	From	Terms	
Notes			

Credit Account Application Form

Please complete relevant sections on page 2 and 3 and return to the address below.

PPS|Print[®]

Please return to:

Peterborough Printing Services Limited

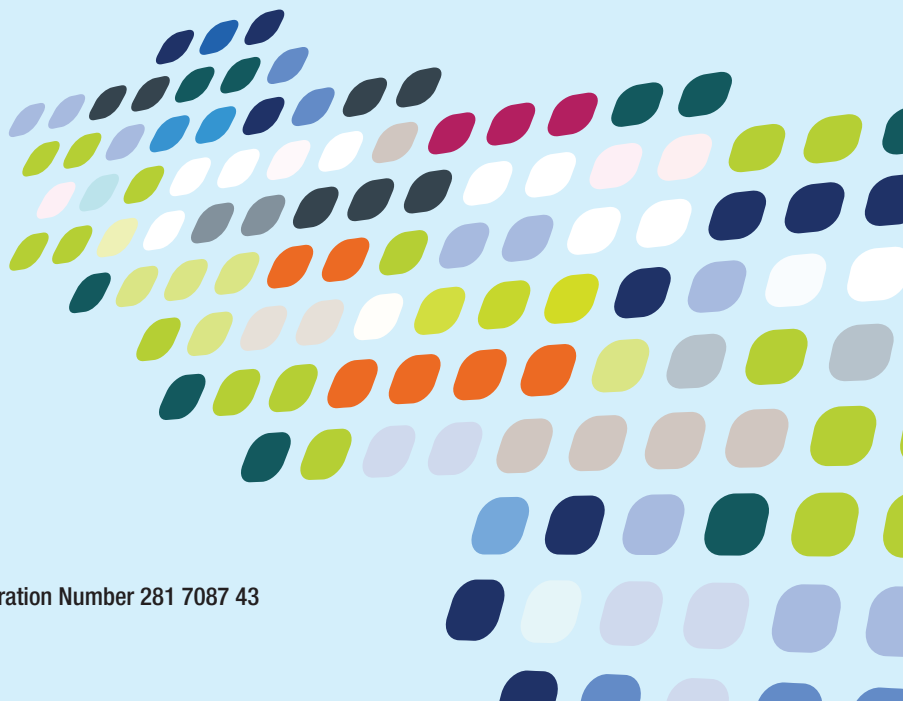
Ainsley House, Fengate, Peterborough, PE1 5XG

Tel. 01733 349881 Email. accounts@pps-print.com

www.pps-print.com

Registered Office: Ainsley House, Peterborough PE1 5XG.

Company Registration Number 1208585 England. VAT Registration Number 281 7087 43



Credit Account Application Form

Please complete relevant sections on page 2 and 3 and return to the address below.

Your Business Details								
Are you interested in... (please ✓)								
<input type="checkbox"/> ...discussing your marketing strategy?	<input type="checkbox"/> ...promotional gifts and products?							
<input type="checkbox"/> ...discussing your print requirements?	<input type="checkbox"/> ...marketing portal solutions?							
Where did you first hear about PPS Print?								
How many sites do you operate from?		Your market Sector (ie. Financial)?						
Number of employees? (please ✓)	up to 4 <input type="checkbox"/>	5-10 <input type="checkbox"/>	11-15 <input type="checkbox"/>	16-20 <input type="checkbox"/>	21-30 <input type="checkbox"/>	31-50 <input type="checkbox"/>	51-99 <input type="checkbox"/>	99+ <input type="checkbox"/>
Company Details - Company Name (trading as)								
Address								
Postcode								
Company Registered Office - Registered Company Name								
Address								
Postcode								
Buyer Contact Details - Name and Surname								
Buyer Telephone		Buyer Mobile						
Buyer Email								
Accounts Contact Details - Name and Surname								
Accounts Telephone		Accounts Mobile						
Accounts Email								
Delivery Details - Address (if different from trading)								
Postcode								
Opening Times	From:	To:	Lunch:					
Special Delivery Instructions:								
Restrictions:								
Invoices to be sent to: (if different from trading address)								
Postcode								
Are Debts Factored? (please ✓)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Company Registration Number					
Date of Financial Year End		VAT Registration Number						
Partnership (This section must be completed by all Partners)								
Names								
Address								
Postcode								

Is the company part of a group?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Details	
How long has the company been established?		Premises: (please <input checked="" type="checkbox"/> appropriate)		Freehold <input type="checkbox"/>	Leasehold <input type="checkbox"/>
Names and Home Addresses of Directors / Partners					
Name		Name		Name	
Date of Birth		Date of Birth		Date of Birth	
Address		Address		Address	
Postcode		Postcode		Postcode	
Tel.		Tel.		Tel.	
Bank Details					
Name					
Address					
				Postcode	
Account Name					
Account Number				Sort Code	
Personal Credit Guarantee (To be completed by a director(s) of a limited company/members of LLP)					
<p>In consideration of your agreement to supply goods to the Company described above applying for credit herein ('the Company') I/we the undersigned being director(s)/member(s) of the Company / LLP hereby unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Company to Peterborough Printing Services Limited, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by Peterborough Printing Services Limited from time to time following review of the Company's credit account and note the additional terms below.</p>					
Signature		Signature		Signature	
Date	D	M	Y	Date	D
Print Name		Print Name		Print Name	
<p>For any Personal Credit Guarantee (1) Any credit limit on a credit account being the initial credit limit, which would be subject to increase; and (2) if the credit amount is increased, it will be covered by the Personal Guarantee and notice of the increase to the customer is deemed to be notice to the Personal Guarantor and if the customer uses the increased credit limit, then this is deemed consent by the Personal Guarantor to the increase in credit limit.</p>					
Trade References (Two companies with the continuous trading)					
Company name				Company name	
Director(s) names				Director(s) names	
Address				Address	
				Postcode	
				Postcode	
Telephone number				Telephone number	
Your Credit Details					
Montly Credit Limit Required		£ (per month)			
I hereby apply for a credit account and confirm that all the details submitted are accurate and to the best of my knowledge. I confirm I have read and accept the terms and conditions of sale.					
Applicant Name (Print)				Date	
Position in Company				Applicant Signature	

TERMS AND CONDITIONS OF SALE

1. Interpretation
- 1.1 Definitions: in these Conditions, the following definitions apply:
 - "Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
 - "Commencement Date": has the meaning set out in clause 2.2;
 - "Conditions": these terms and conditions as amended from time to time in accordance with clause 15.6;
 - "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;
 - "Customer Materials": any and all materials that the Customer provides to the Supplier that are subsequently used in the production of the Goods;
 - "Deliverables": the deliverables set out in the Order;
 - "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 any relevant plans or drawings, that is issued in writing by the Supplier before the Goods are produced;
 - "In-put Materials": all documents, information and materials in whatever format provided by the Customer to the Supplier that relate to the Goods or Services including (without limitation) any designs, concepts, artwork, proofs, prints and transparencies;
 - "Intellectual Property Rights": patents, rights to inventions, copyright and related rights, trade marks, business 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 forms 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 Supplier's quotation that is completed and signed by the Customer;
 - "Services": the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification;
 - "Service Specification": the description or specification for the Services provided in writing by the Supplier to the Customer;
 - "Supplier": Peterborough Printing Services Limited registered in England and Wales with company number 01205585.
- 1.2 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 that term;
 - 1.2.5 a reference to writing or written includes faxes and e-mails.
2. Basis of contract
- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 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").
- 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.
- 2.4 Any samples, 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 catalogue, or any website 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.
- 2.5 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.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where otherwise stated in one or the other is specified.
3. Goods
- 3.1 The Goods are described on the Supplier's website and in the Supplier's catalogue.
- 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 supply of the Goods Specification. This clause 3 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
4. Delivery of Goods
- 4.1 The Supplier shall ensure that:
 - 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers and the type and quantity of the Goods; and
 - 4.1.2 if the Supplier requires the Customer to return any packaging material to the Supplier, that that is clearly stated on the delivery note. The Customer shall make any such packaging material available at such time as the Supplier may reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 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") or, if the Customer indicates that it will do so, the Customer shall collect the Goods from the Supplier's premises at Peterborough Printing Services Limited, 555, Fenagate, Peterborough PE1 5XG in which case that premises shall be the Delivery Location.
- 4.3 Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of essence. The Customer 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 or any other instructions that are relevant to the supply of the Goods.
- 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods within 5 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the sixth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If the Customer fails to accept or take delivery of the Goods that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Customer shall be liable to pay to the Supplier the price of the Goods delivered up to and including eight (8) per cent more or less than the quantity of Goods ordered.
- 4.9 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. Warranty of Goods
- 5.1 The Supplier warrants that on delivery the Goods shall:
 - 5.1.1 conform in all material respects with their description;
 - 5.1.2 be free from material defects in design, material and workmanship;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.4 fit for the purposes held out by the Supplier;
- 5.2 Subject to clause 5.3, if:
 - 5.2.1 the Customer gives notice in writing 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 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 makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 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;
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.4 the defect arises as a result of the Supplier using any Customer Materials during the production of the Goods;
 - 5.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 5.3.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 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.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.
6. Title and risk
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
 - 6.2.1 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; and
 - 6.2.2 the Customer settles the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 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;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.13; and
 - 6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. The Customer shall have the right to resell the Goods before that time:
 - 6.4.1 if it does so as principal and not as the Supplier's agent; and
 - 6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.13, then, without limiting any other right or remedy the Supplier may have:
 - 6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 6.5.2 the Supplier may at any time:
- 6.5.2.1 resell or otherwise dispose of or deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 6.5.2.2 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.
7. Supply of Services
- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified from time to time, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 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.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
8. Customer's obligations
- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4 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; and
 - 8.1.5 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.
- 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's obligation 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 under the Contract;
 - 8.2.3 the Customer shall reimburse the Supplier or warrant 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 Supplier reserves the right to:
 - 9.1.1 increase its standard daily fee rates for the Services, and for the cost of any materials.
- 9.2 The charges for 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. The price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods unless otherwise notified to the Customer in writing.
- 9.2.1 The charges for Services shall be on a time and materials basis:
 - 9.2.1.1 the Supplier shall be entitled to charge on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - 9.2.1.2 the Supplier shall be entitled to charge an overtime rate of 125% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals which it engages on the Services outside the hours referred to in clause 9.2.1; and
 - 9.2.1.3 the Supplier shall be entitled to charge for the cost of the data of the Services 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.
- 9.3 The Supplier reserves the right to:
 - 9.3.1 increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase two (2) months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall not be obliged to perform the Services under the Contract (as set out in the Order) and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving four (4) weeks' written notice to the Customer; and
 - 9.3.2 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:
 - 9.3.2.1 an increase in the total value of the data of the Services, quantities or types of Goods ordered, or the Goods Specification; or
 - 9.3.2.2 an increase in the price 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.
- 9.4 In respect of the Goods and Services, a Customer who does not have an existing account with the Supplier prior to the Commencement Date shall pay to the Supplier a fee of 5% of the total value of the data of the Services at the time of the Commencement Date. Thereafter the Supplier shall invoice the Customer on or at any time after performance of the services and/or production of the Goods (as applicable) begins.
- 9.5 In respect of the Goods and Services, a Customer who already has an existing account with the Supplier prior to the Commencement Date shall be invoiced by the Supplier on or at any time after performance of the services and/or production of the Goods (as applicable) begins.
- 9.6 The Customer shall pay each invoice submitted by the Supplier:
 - 9.6.1 within 30 days of the date of the invoice; and
 - 9.6.2 in full and in advance into the account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 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 VAT on such supply shall be included in the VAT invoice from the Supplier, and 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.
- 9.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date or pays to the Customer an amount that is in excess of 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.
- 9.9 The Customer shall pay the interest 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. Intellectual property rights
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier save for those In-put Materials that are provided to the Supplier by the Customer in order to undertake the Services or produce the Goods.
- 10.2 In respect of any In-put Materials that the Customer provides to the Supplier, the Customer warrants that:
 - 10.2.1 the Customer has no infringement or likely infringement of any of the Intellectual Property Rights in the In-put Materials;
 - 10.2.2 so far as it is aware, all the Intellectual Property Rights in the In-put Materials are valid and subsisting and there have been no claims, challenges, disputes or proceedings pending or threatened in relation to the ownership, validity or use of the In-put Materials; and
 - 10.2.3 the Customer has no infringement or likely infringement of any of the Intellectual Property Rights in the In-put Materials and have not been copied wholly or substantially from any other source;
 - 10.2.4 the Customer has not given and will not give permission to any third party to use any of the In-put Materials, nor any of the Intellectual Property Rights in the In-put Materials;
 - 10.2.5 the Customer is unaware of any use by any third party of any of the In-put Materials or Intellectual Property Rights in the In-put Materials;
 - 10.2.6 the use of the In-put Materials or the Intellectual Property Rights in the In-put Materials by the Supplier will not infringe the rights of any third party.
- 10.3 The Customer will indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs and all other reasonable expenses and costs) suffered or incurred by the Supplier:
 - 10.3.1 arising out of or in connection with any breach of the warranties contained in clause 10.2; and
 - 10.3.2 in any other circumstances provided in clause 10.2 above to be untrue.
- 10.4 The Customer agrees to indemnify the Supplier and keep it indemnified at all times against any or any costs, claims, damages or expenses incurred by the Supplier, or for which the Supplier may become liable, with respect to any intellectual property infringement claim or other claim relating to the In-put Materials supplied by the Customer to the Supplier during the course of providing the Services or producing the Goods.
- 10.5 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the 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.
11. Confidentiality
- 11.1 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 contained in or relating to 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 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
- 12.1 Notwithstanding to whomsoever the Supplier's liability for:
 - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (in so far as they may apply to the Contract);
 - 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.1.5 defective products under the Consumer Protection Act 1987.Subject to clause 12.1:
 - 12.1.1 the Supplier shall not be liable in any 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
 - 12.1.2 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 value of the 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 as though they were party to the Contract.
- 12.4 This clause 12 shall survive termination of the Contract.
13. Termination
- 13.1 Without limiting its other rights or remedies the Supplier may terminate the Contract by giving the other party not less than one (1) month's written notice.
 - 13.1.1 If the Supplier terminates the Contract, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 13.1.1.1 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 10 days after receipt of notice in writing from the Supplier;
 - 13.1.1.2 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 an individual) is deemed either unable to pay its debts or has having regard to the prospect of so doing, in either case, 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;
 - 13.1.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescinding any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors or other than (where a company) for the sole purpose of a scheme for the solvent reconstruction of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.1.4 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 orderly completion of a scheme of arrangement or the solvent reconstruction of that other party or the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 13.1.1.5 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 against the other party, or any part of its assets and such attachment or process is not discharged within 14 days;
 - 13.1.1.6 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);
 - 13.1.2 the holder of a charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.1.3 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;
 - 13.1.4 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction which would result in the liquidation, or the winding up or similar to any of the events mentioned in clause 13.2.2 to clause 13.2.9 (inclusive);
 - 13.1.5 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 13.1.6 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer is unable or likely to be unable to adequately fulfill its obligations under the Contract has been placed in jeopardy; or
 - 13.1.7 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.
- 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.
- 13.4 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 parties 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 13.2.2 to clause 13.2.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13.5 On termination of the Contract for any reason:
 - 13.5.1 the Supplier shall be entitled to require 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;
 - 13.5.2 the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, the Supplier shall retain all rights in respect of the Customer's promises 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;
 - 13.5.3 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
 - 13.5.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
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, action taken by a government of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 The Supplier shall not be liable to the Customer as a result of any Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or the Supplier is unable to provide any of the Services or to deliver any of the Services or remedies, the Supplier shall have the right to terminate this Contract immediately by giving written notice to the Customer.
15. General
- 15.1 Assignment and other dealings.
 - 15.1.1 The Supplier may, at its option, 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.
 - 15.1.2 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.
 - 15.1.3 Severance.
 - 15.1.4 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 void and the Supplier shall have the right to terminate or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - 15.1.5 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. If such negotiation is not successful, the parties shall, to the maximum practical result of the original provision.
- 15.2 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 breach by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 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 or authorised party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.4 Third parties. A person who is not a party to the Contract shall not have any rights or interests in the Contract.
- 15.5 Variations. 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.
- 15.6 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. Jurisdiction shall be irrevocably assigned to the courts of England and Wales. The parties agree to submit to the jurisdiction of the courts of England and Wales, which 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).