

Advertising Stands Ltd/Trading as HRH Contracts
26, Springfield Commercial Centre, Farsley, Leeds,
LS28 5LY

Phone: 01937 222150



Please find details below as requested.

Company Name: Advertising Stands Ltd Trading as HRH Contracts.

Company Number: 07673592

Vat Number: 117 793 491

Registered address:

Unit 26G Springfield Commercial Centre
Bagley Lane, Farsley,
Leeds
West Yorkshire
LS28 5LY

Office address:

12 Grimston Grange
Grimston Park
Tadcaster
North Yorkshire
LS24 9BX

Phone Numbers:

Office:

01937 222150

Mobile:

07948 243272

Website:

www.hrhfurniture.co.uk

Email:

jp@hrhcontracts.co.uk

Barclays Bank: Branch Leeds.

Account Name: Advertising Stands Ltd/HRH Contracts

Sort Code: 204842 Account: 106840980

[HRH TERMS AND CONDITIONS 2024](#)
[PLEASE READ BELOW](#)

VAT Number: 117 7934 91

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HRH Contracts is the trading name of Advertising Stands Ltd

HRH TERMS AND CONDITIONS 2024

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Buyer: the person, partnership, firm or company who purchases the Goods from the Company.

Company: Advertising Stands Limited, a company registered in England and Wales with Company Number 07673592 whose

registered office is at Springfield Commercial Centre, Bagley Lane, Farsley, Leeds, West Yorkshire, LS28 5LY

Contract: any contract arising between the Company and the Buyer for the sale and purchase of the Goods or Services pursuant

to condition 2.8, incorporating these Conditions. Delivery Point: the place where delivery of the Goods is to take place under

condition 4.

Goods: any goods agreed to be supplied to the Buyer by the Company (including any part or parts of them).

Order: the Buyer's

purchase order for the supply and purchase of Goods and Services to be provided by the Company.

Quotation: any valid quotation given by the Company to the Buyer that has not been withdrawn by the Company.

Services: any Services to be provided by the Company under the Contract together with any other services which the Company provides or agrees to provide to the Buyer (including any part of them). Service Point: the place at which the Services are to be performed.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment,

extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and

conditions (including any terms or conditions which the Buyer purports to apply under the Order, any other purchase order, any Buyer's confirmation of order submission, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Order, any confirmation of order submission

from the Buyer, specification or other document shall form part of the Contract simply as a result of such document

being referred to in the Contract.

2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations

about the Goods or Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

2.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the

Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the

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Company's liability for fraudulent misrepresentation.

2.5 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acknowledgement of

order, offer, invoice or other document or information issued by the Company is subject to correction by the Company

without any liability on the part of the Company.

2.6 Each Order or acceptance of a Quotation for Goods or Services by the Buyer from the Company shall be deemed to be an offer

by the Buyer to purchase Goods or Services subject to these Conditions.

2.7 No Order shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company

or (if earlier) the Company delivers the Goods to or performs the Services for the Buyer.

2.8 The Buyer shall ensure that the terms of the Order and any applicable specifications are complete and accurate.

2.9 The Quotation is given on the basis that no Contract shall come into existence until the Company despatches an

acknowledgement of order to the Buyer. The Quotation is valid for a period of 90 days only from its date, provided

that the Company has not previously withdrawn it.

2.10 No Order accepted by the Company may be cancelled by the Buyer except with the prior written agreement of the

Company. In the event of such cancellation, the Buyer shall indemnify the Company in full against all loss (including

loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by

the Company as a result of the cancellation.

2.11 Acceptance of delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence

of the Buyer's acceptance of these Conditions, even in cases where there has been no acknowledgement of order given by the Company pursuant to condition 2.8.

3. DESCRIPTION

3.1 The quantity, description and specification of the Goods or Services shall be as set out in the Company's acknowledgement of order or as otherwise agreed between the parties. It is the Buyer's responsibility to ensure that such specifications are correct and to notify the Company of any discrepancies without delay.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company (or the manufacturer of the Goods if such is not the Company) and any descriptions or illustrations contained in the Company's

catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.

3.3 The Company reserves the right to make any changes to the specification of the Goods or provision of the Services if it sees fit and also in order to comply with any applicable safety legislation or other statutory requirements. Where the Goods or Services are supplied in accordance with the Company's specification, the Company reserves the right to make any changes to the specification or the Goods or Services which do not materially affect their quality or performance.

4.DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the delivery address set out in the acknowledgement of order and the Services shall be performed at the Service Point.
- 4.2 If the Goods are to be collected from the Company's place of business, the Buyer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for collection.
- 4.3 Any dates given by the Company for delivery of the Goods or performance of the Services are intended to be an estimate and the time of delivery is not of the essence. If no dates are so specified, delivery or performance shall be within a reasonable time.
- 4.4 The Goods may be delivered by the Company in advance of any dates quoted by the Company.
- 4.5 Delivery of the Goods and performance of the Services will be made during the Company's usual business hours unless otherwise agreed between the parties.
- 4.6 Without prejudice to clause 4.3 and subject to the other provisions of these Conditions, if the Company fails to deliver the Goods, its liability shall be limited to 50% of the value of the contract (as provided in the acknowledgment of the order placed). The Company 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 Buyer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods or perform the Services on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations required to enable the Goods to be delivered or Services to be performed on time:
- 4.7.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 4.7.2 the Goods shall be deemed to have been delivered and the Services shall be deemed to have been performed on the quoted date; and
- 4.7.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
- 4.7.4 the Company may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, insurance and selling expenses) account to the Buyer for any excess over the price agreed under the Contract or charge to the Buyer any shortfall below the price agreed under the Contract.
- 4.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading or unloading (as the case may be) the Goods.
- 4.9 The Company may deliver the Goods or perform the Services in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5.NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods or non-performance of Services (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery or non-performance within 7 days of the date when the Goods would in the ordinary course of events have been received or the Services would have been performed.
- 5.3 Any liability of the Company for non-delivery of the Goods or non-performance of the Services shall be limited to replacing the Goods or performing the Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or Services.

6.RISK/TITLE

6.1 If the Goods are to be delivered to the Buyer's place of business the Goods are at the risk of the Buyer from the time of delivery or deemed delivery. If the Goods are to be collected from the Company's place of business, the Goods are at the risk of the Buyer from the time the Company gives the Buyer notice that the Goods are ready for collection.

6.2 Title to the Goods shall not pass to the Buyer until the earlier of:

6.2.1 the Company receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer 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 Buyer reselling the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in condition 6.4.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 notify the Company immediately if it becomes subject to any of the events listed in conditions 8.9.3 to 8.9.11 or may be about to become subject to any such events; and

6.3.5 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

6.4 Subject to clause 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:

6.4.1 it does so strictly as principal and not as the Company's agent; and

6.4.2 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

6.5.1 it becomes subject to any of the events set out in conditions 8.9.3 to 8.9.11; or

6.5.2 the Company exercises its right of termination pursuant to condition 8.9.12; or

6.5.3 the Buyer encumbers or in any way charges any of the Goods; or

6.5.4 the Buyer fails to deliver up the Goods to the Company at the Company's written request.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain in the ownership of the Company, but if the Buyer does so, all sums owing by the Buyer to the Company shall (without prejudice to any other right remedy of the Company) immediately become due and payable.

6.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7.PRICE

7.1 Unless otherwise agreed in writing, the price for the Goods and Services shall be the price set out in the acknowledgement of order.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

7.3 The Company reserves the right, by giving written notice to the Buyer at any time before Delivery, to increase the price of the Goods or Services to reflect any increase in the costs of the Company which is due to any factor beyond the Company's control. Such costs include, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, material increase in the cost of labour, materials or other costs of manufacture, any changes to the quoted date of delivery or performance, quantities or specifications of the Goods or Services at the request of the Buyer or any delay caused by any instructions or requests by the Buyer or any delay or failure of the Buyer to give the Company adequate information or instructions

7.4 Unless otherwise agreed between the parties, all prices are given by the Company on an ex-works basis as defined in Incoterms 2010.

8.PAYMENT

8.1 Subject to conditions 8.2 and 8.3 and unless otherwise agreed in writing, the Company shall be entitled to invoice the Buyer for the price of the Goods or Services at any time after delivery or performance by the Company.

8.2 If the Buyer fails to take delivery of the Goods, the Company shall be entitled to invoice the Buyer for the price of the Goods at any time after giving notice to the Buyer that the Company has tendered delivery of the Goods.

8.3 If the Goods are to be collected by the Buyer, the Company shall be entitled to invoice the Buyer for the price of the Goods at any time after the Company has notified the Buyer that the Goods are ready for collection.

8.4 Subject to condition 8.8, payment of the price for the Goods and Services is due in pounds sterling within 30 days of the date of the Company's invoice ("the Due Date").

8.5 Time for payment shall be of the essence.

8.6 No payment shall be deemed to have been received until the Company has received cleared funds.

8.7 If the Buyer fails to make payment in full by the Due Date, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

8.7.1 terminate the Contract or suspend any further deliveries of the Goods or performance of the Services to the Buyer; and

8.7.2 set off any payment made by the Buyer to the Company in respect of any other contract between the Company and the Buyer against the outstanding sums payable under the Contract.

8.8 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision

8.9 Without prejudice to any other rights or remedies which the parties may have, the Company may terminate the Contract without liability to the Buyer immediately on giving notice to the Buyer if:

8.9.1 the Buyer fails to make payment for the Goods or Services due under the Contract in accordance with these Conditions and remains in default not less than 7 days after being notified in writing to make such payment; or

8.9.2 the Buyer commits any breach of these Conditions and (if such breach is remediable) fails to remedy that breach within 30 days of the Buyer being notified in writing of the breach; or

8.9.3 the Buyer 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

8.9.4 the Buyer 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 for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or

8.9.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or

8.9.6 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 Buyer; or

8.9.7 a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or

8.9.8 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or

8.9.9 a creditor or encumbrancer of the Buyer 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; or

8.9.10 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 8.9.3 to condition 8.9.9 (inclusive); or

8.9.11 the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

8.9.12 the Company reasonably and justifiably believes that any of the circumstances set out in conditions 8.9.3 to 8.9.11 may be about to happen.

8.10 On termination of the Contract for any reason:

8.10.1 the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest under the Contract and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Company may submit an invoice which shall be payable immediately on receipt;

8.10.2 the Company shall be entitled to cancel the Contract and suspend any further deliveries of Goods or performance of Services under the Contract without any liability to the Buyer; and

8.10.3 the accrued rights and liabilities of the Company as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

8.11 On termination of the Contract (however arising), conditions 6, 7, 8, 10 and 13 shall survive and continue in full force and effect.

8.12 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

8.13 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.14 Receipts for payment shall only be issued by the Company upon request in writing by the Buyer.

9.QUALITY

9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

9.2 The Company warrants that (subject at all times to the other provisions of these Conditions) the Goods or performance of the Services shall be of satisfactory quality and free from defects in material, workmanship or design (other than a design made, furnished or specified by the Buyer) for the period set out in the Company's sales catalogue or brochure in issue at the date of the Contract. No warranty is provided in respect of Goods supplied only.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 unless:

9.3.1 Buyer gives written notice of the defect to the Company within 7 days from the date of delivery or performance, or where the defect was not apparent on reasonable inspection, the within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

9.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services performed and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

9.4 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

9.4.1 the Buyer makes any further use of such Goods after giving such notice; or

9.4.2 the defect arises because the Buyer failed to follow the Company'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; or

9.4.3 the Buyer alters or repairs such Goods without the written consent of the Company; or

9.4.4 the defect arises from fair wear and tear, wilful damage or negligence on the part of the Buyer or end user of the Goods or abnormal working conditions or

9.4.5 the Buyer has not paid all sums due to the Company under the Contract.

9.5 The Company shall not be liable in respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by the Buyer.

9.6 Subject to conditions 9.3 and 9.4, if any of the Goods or Services manufactured or performed by the Company do not conform with the warranty in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods or Services at the pro rata Contract rate, or re-perform the Services provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods or Services.

9.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the period set out in condition 9.2.

10. LIMITATION OF LIABILITY

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these Conditions;

10.1.2 any use made or resale by the Buyer of any of the Goods or Services, or of any product incorporating any of the Goods; and

10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 Nothing in these conditions excludes or limits the liability of the Company:

10.2.1 for death or personal injury caused by the Company's negligence; or

10.2.2 under section 2(3), Consumer Protection Act 1987; or

10.2.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

10.2.4 for fraud or fraudulent misrepresentation.

10.3 Nothing in these Conditions will adversely affect the rights of any Buyer who is a consumer.

10.4 Subject to condition 10.2 and condition 10.3 the Company's total liability in contract (including for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused)), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

11.ASSIGNMENT

11.1 The Company may assign or sub-contract the performance of the Contract or any part of it to any person, firm, company or agent.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12.FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, pandemics, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, accident, explosion, flood, epidemic, acts, restrictions, regulation, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, labour, fuel, parts or machinery or power failure or breakdown in machinery provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13.GENERAL

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 This Contract 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 English law, and the parties submit to the exclusive jurisdiction of the English courts.

14.COMMUNICATIONS

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

14.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

14.1.2 (in the case of the communications to the Buyer) to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day (provided that receipt of the email is evidenced by a read receipt).