

CREDIT APPLICATION PACK



Battery Store (UK) Ltd

Unit B5, Welland Business Park, Market Harborough, Leicestershire LE16 7PS

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 Company No. 9348414
 VAT No. 203564436

Sales Rep:

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CREDIT APPLICATION FORM

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS

CASH ACCOUNT	CREDIT ACCOUNT
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PERSONAL INFORMATION

NAME	
ADDRESS	
MOBILE NUMBER	
EMAIL ADDRESS	
POSITION WITHIN THE ORGANISATION	

COMPANY INFORMATION

FULL COMPANY NAME					
TRADING NAME (IF DIFFERENT)					
TRADING ADDRESS		POSTCODE			
DELIVERY ADDRESS (IF DIFFERENT)		POSTCODE			
TELEPHONE NUMBER					
EMAIL ADDRESS					
WEB ADDRESS					
TYPE OF COMPANY (PLEASE TICK)	PLC	LIMITED	LLP	PARTNERSHIP	SOLE PROPRIETOR
PARENT COMPANY NAME (IF APPLICABLE)					
HOW LONG ESTABLISHED					
COMPANY REGISTRATION NUMBER					
VAT NUMBER					
ACCOUNTS CONTACT NAME					
ACCOUNTS TELEPHONE NUMBER					
ACCOUNTS EMAIL ADDRESS (IF DIFFERENT)					
ACCOUNTS ADDRESS (IF DIFFERENT)		POSTCODE			
SALES CONTACT NAME					
SALES TELEPHONE NUMBER					
SALES EMAIL ADDRESS					

BANK DETAILS

BANK	
ADDRESS	
ACCOUNT NUMBER	
SORT CODE	

TRADE REFERENCE 1

COMPANY NAME		
NAME		
ADDRESS		POSTCODE
TELEPHONE NUMBER		
EMAIL		

TRADE REFERENCE 2

COMPANY NAME		
NAME		
ADDRESS		POSTCODE
TELEPHONE NUMBER		
EMAIL		

AMOUNT OF CREDIT APPLIED FOR

REQUESTED CREDIT VALUE	
REQUESTED CREDIT TERMS	

YOU MUST TICK THIS BOX TO GIVE BATTERY STORE (UK) LTD AND ITS PARENT COMPANY DBS GROUP CONSENT TO STORE YOUR INFORMATION. YOU HAVE THE RIGHT TO WITHDRAW YOUR CONSENT AT ANY TIME – PLEASE CONTACT US AT THE NUMBER ON THE TOP OF THE FORM TO DO SO.

I HAVE READ THE STANDARD CONDITIONS OF SALE OF BATTERY STORE (UK) LTD

YOU MUST TICK THIS BOX TO OPT IN TO RECEIVE MARKETING COMMUNICATIONS MATERIAL. PLEASE ENSURE YOU HAVE ALSO TICKED THE BOX IN THE STATEMENT ABOVE REGARDING STORAGE OF YOUR INFORMATION.

PRINT NAME	
SIGNATURE	
POSITION HELD	
DATE	

OFFICE USE ONLY

NAME	
DATE	
AGREED CREDIT VALUE	
AGREED CREDIT TERMS	
COMMENTS	

BATTERY STORE (UK) LTD - STANDARD CONDITIONS OF SALE ("CONDITIONS")

1. DEFINITIONS

1.1 In these Conditions the following expressions shall have the following meanings:

- 1.1.1 "Additional Items" means the following: (i) packaging costs to be paid by the Customer under Condition 7.5; (ii) any taxes (including value added tax), duties or other charges levied in respect of or by reason of the sale, delivery, export or import of the Goods or any part thereof but excluding those assessed on profits or gains; (iii) Application Support (if any); (iv) transportation costs in addition to those to be paid by the Seller under Condition 7.1 or transportation costs where the Customer has requested express, same day, overnight delivery or any other similar service; (v) storage handling and transportation costs under Condition 7.6; and (vi) the cost of samples under Condition 3.6;
- 1.1.2 "Application Support" means any works and services provided by the Seller in conjunction with the Goods;
- 1.1.3 "Connected Goods" means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Goods;
- 1.1.4 "Contract" means any contract between the Seller and the Customer for the sale and purchase of the Goods which incorporates these Conditions;
- 1.1.5 "Customer" means the person, firm or company receiving a quotation from and/or placing an order with the Seller;
- 1.1.6 "Goods" means all and every item of Goods or part thereof supplied by the Seller to the Customer under a Contract;
- 1.1.7 "Seller" means Battery Store (UK) Ltd (and its successors and assigns) and reference to the acknowledgement, consent, authority or agreement of the Seller shall mean written acknowledgement, consent, authority or agreement in writing signed by a Director or authorised Sales Manager of the Seller;
- 1.1.8 "Transgression" means any breach of contract or tort or other act, default, omission or statement of the Seller, its employees, agents or subcontractors in respect of which the Seller is liable to the Customer;
- 1.1.9 "Warranty Period" means 12 months from the date of delivery of the Goods.
- 1.2 a) A reference to a law is a reference to it as it is in force for the time being taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it; b) Headings are for guidance only and do not affect the interpretation of these Conditions; and c) Words in the singular include the plural and vice versa.

2. GENERAL

- 2.1 These Conditions apply to all sales of Goods by the Seller to the exclusion of all other terms and conditions. No additions, variations or modifications to these Conditions shall be binding upon the Seller unless expressly agreed by the Seller.
- 2.2 All brochures, catalogues or other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated, the same shall not form part of the Contract and this is not a sale by sample.
- 2.3 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- 2.4 The Customer may receive secret and confidential information belonging to the Seller based on the Seller's (or its technical collaborators') design and development work of the Goods. The Customer shall not use or disclose any such secret or confidential information to any third party or otherwise without the Seller's consent. Any intellectual property rights which belong to the Seller shall remain vested in the Seller.

3. QUOTATION AND ORDERS

- 3.1 Each order or acceptance of a quotation for Goods by the Customer shall be deemed to be an offer by the Customer to buy the Goods subject to these Conditions. No contract for the supply of Goods will be created by the acceptance of a quotation or an order until the Seller acknowledges the order or acceptance of a quotation in writing or (if earlier) the Seller delivers the Goods to the Customer. The Customer shall ensure that the terms of its order and any applicable specification (including any delivery requirements) are complete and accurate.
- 3.2 Quotations from the Seller are valid for 30 days from the date of the quotation, unless previously withdrawn by the Seller.
- 3.3 Where an order is based upon the Seller's standard price list then, subject to Condition 3.4, the price shall be valid provided that delivery will take place within 30 days from the date of order.
- 3.4 The Seller reserves the right to increase the price quoted per unit for Goods if the Customer orders less than the number of units upon which the quotation was based or if the cost to the Seller acquiring the Goods increases by more than 2 percent.
- 3.5 The Seller reserves the right to increase or decrease the number of items in the Goods to be supplied by a variation not exceeding 5 per cent and to make an appropriate increase or decrease to the price. Any variation under this clause 3.5 to the number of Goods supplied shall not entitle the Customer to reject delivery of the Goods.
- 3.6 Any samples marked returnable and/or submitted with the quotation or provided at the Customer's request must be returned to the Seller at the Customer's expense within 30 days of receipt, otherwise the cost of the samples shall be added to the Contract price.
- 3.7 The Seller may change the specification of the Goods to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to specification, which does not materially affect their quality or performance.

4. PRICE AND PAYMENT TERMS

- 4.1 Unless otherwise expressly stated by the Seller in writing: a) the price for the Goods shall be the price set out in the Seller's standard price list published on the date of delivery or deemed delivery of the Goods; and b) any Additional Items shall be added to the Contract price.
- 4.2 Payment in full (without any deduction by way of set off, counter claim, discount, abatement or otherwise) for the Goods shall be due and payable in pounds sterling within 30 days of the receipt by the Customer of the Seller's invoice, notwithstanding that delivery may have not taken place.
- 4.3 Time for payment shall be of the essence and payment shall not be deemed to have been received until the Seller has received cleared funds.
- 4.4 If the Customer fails to pay the Seller any sum due pursuant to the Contract on the due date, the Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act, 1998.
- 4.5.1 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the Contract will be paid in full according to the terms thereof or the Customer's credit is considered to be unsatisfactory, then the Seller reserves the right to require payment in part or full before delivering or performing any other work or services whatsoever to the Customer.
- 4.5.2 The Customer shall indemnify the Seller against all losses sustained or extra expenditure incurred as a result of such a suspension of manufacturing, ordering, delivery or other work or services including a reasonable allowance for storage.
- 4.5.3 Where payment requested in accordance with this Condition 4.5 is not received within 14 days of demand, the Seller reserves the right to cancel the Customer's order, sell or dispose of the Goods and to recover any loss from the Customer.

5. TITLE

- 5.1 Legal and beneficial ownership of the Goods will remain vested in the Seller until all sums due by the Customer to the Seller have been paid for in full (in cash or cleared funds).
- 5.2 Until ownership of the Goods passes to the Customer, the Customer shall: a) store the Goods (at no cost to the Seller) on a fiduciary basis as the Seller's bailee separately from the Customer's and third parties' Goods so that they remain readily identifiable as the Seller's property; b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and c) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller.
- 5.3 The Customer may resell the Goods before ownership has passed to it: if: a) the sale is effected in the ordinary course of the Customer's business at full market value; b) the sale is a sale of the Seller's property on the Customer's own behalf; and c) the Customer sells as principal when making the sale.
- 5.4 In the event of a total or partial loss of the Goods following the occurrence of an insured risk, the Customer shall make a claim under its policy of insurance and hold the proceeds of such insurance claim on trust for the Seller.
- 5.5 The Customer's right to possession of the Goods shall terminate immediately if:
 - 5.5.1 the Customer has a bankruptcy petition presented against him or a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the benefit of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer; or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 5.5.2 the Customer suffers any execution, whether legal or equitable, or levies on his/its property or obtained against him/its or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Customer; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade or the Customer encumbers in any way charges any of the Goods.
- 5.6 The Customer grants to the Seller, its agents and employees an irrevocable and unconditional licence to enter any premises where the Goods are or may be stored in order to inspect them or, where the Customer's right to possession has terminated, to recover them, such right to enter shall be without liability to the Seller and may be with or without notice.
- 5.7 The Seller shall have the right to sell the Goods once they have been re-possessed under this Condition.
- 5.8 Notwithstanding this Condition 5 and that fact that ownership of the Goods has not passed from the Seller to the Customer, the Seller shall be entitled to maintain an action for the price of the Goods at any time after the date when payment is due.
- 5.9 If prior to payment in full being made the Goods become mixed or incorporated with similar Goods belonging to the Customer and/or any third party the Customer shall hold the Seller's proportion of the mixed or incorporated Goods (or their proceeds of sale) on trust for the Seller. The Seller shall be treated as a tenant-in-common of the mixed or incorporated Goods and the Customer shall hold as trustee for the Seller's proportion and (if the mixed or incorporated Goods have been sold) pay to the Seller its due proportion of the proceeds of sale.
- 5.10 On termination of the Contract, however caused, the Seller's (but not the Customers') rights to this Condition 5 shall remain in effect.

6. PERFORMANCE, DELIVERY AND FORCE MAJEURE

- 6.1 Unless otherwise agreed by the Seller, delivery of the Goods shall take place at the Seller's place of business. The Customer shall take delivery of the Goods within 14 days of the Seller giving it notice that the Goods are ready for delivery. If delivery is not effected within this period due to default of this Condition by the Customer, the Seller shall be entitled to terminate the Contract, dispose of the Goods and obtain compensation from the Customer for breach of this Condition.
 - 6.2 Dates for delivery are estimates only. Time shall not be of the essence for delivery.
 - 6.3 Subject to the terms of the Contract, the Seller shall not be liable for any direct, indirect or consequential expenses, losses, costs, charges or damages (including without limitation, pure economic loss, loss of profits, loss of business, loss of goodwill and similar loss) caused directly or indirectly by late performance or delay in delivery of the Goods (even if caused by the Seller's negligence) and delays shall not entitle the Customer to rescind or terminate the Contract unless such delay exceeds 90 days.
 - 6.4 The Seller may defer the date of delivery or cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including acts of God, governmental actions, war or national emergencies, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, 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. If the event in question continues for a continuous period in excess of 90 days, either party may give written notice to the other to terminate the Contract.
 - 6.5 The Seller reserves the right to make delivery by instalments and to submit invoices for Goods supplied as part of an order. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
 - 6.6 The Seller shall not be liable for any loss (caused by the Seller's negligence) unless the Customer gives written notice to the Seller within 14 days of the date when the Goods would in the ordinary course of events have been received and the Seller's liability for non-delivery shall be limited to replacing the Goods within a reasonable time or (at the Seller's discretion) raising a credit note in respect of the Goods.
- ## 7. RISK, CARRIAGE, PACKAGING AND STORAGE
- 7.1 The Seller reserves the right to choose the means of carriage of the Goods to the Customer and (unless otherwise specified) standard delivery within the UK, shall be at the cost of the Seller.
 - 7.2 Transportation shall be subject to the conditions of carriage of any third party carrier.
 - 7.3 The Goods are at the risk of the Customer from: a) if delivery takes place at the Seller's place of business the earlier of: i) the time of delivery; or ii) the time and date of the notice given under Condition 6.1; and b) if delivery takes place elsewhere, the time and date on which the Goods are despatched from the Seller's place of business; and any loss, damage to or deterioration of the Goods following the date and time that risk has passed shall be and remain with the Customer notwithstanding that the Seller arranges carriage. The Seller shall be under no liability arising from their choice of carrier or carriers, or from the act or omission of such carrier or carriers, and the Customer waives all rights under Section 32(2) of the Sale of Goods Act 1979 in addition to any other rights hereby excluded or restricted.
 - 7.4 On request, the Seller will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them. It is agreed that these time limits constitute a reasonable opportunity to examine the Goods and a reasonable time to intimate rejection.
 - 7.5 The Seller's standard packaging is included in the quoted price (unless otherwise specified). Any additional packaging or special requirements requested by the Customer will be at the Customer's cost and expense.
 - 7.6 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the Goods as if they had been delivered. If the Customer does not arrange for or accept delivery of the Goods where they are ready for delivery or if the Seller is unable to deliver the Goods on time because the Customer has not provided appropriate instruction or other necessary documentation, the Goods shall have been deemed to have been delivered, the Seller shall arrange storage, additional handling and transportation for the Goods at the Customer's cost and expense and risk in the Goods shall pass to the Customer.
 - 7.7 The Customer must not exhibit the Goods without first obtaining the Seller's consent.
 - 7.8 The Customer will provide the Seller with such facilities (including appropriate equipment and manual labour for loading and unloading the Goods) as are necessary for the Seller to complete the Contract. The Customer acknowledges that the installation of the Goods will involve toxic material. The Customer shall ensure that there is a properly demarcated area for the Goods, provide adequate washing facilities, prohibit eating in the area where the Goods are stored and used and comply with health and safety requirements in all other respects. The Customer is responsible for providing lifting facilities in relation to the Goods.

8. TERMS AND REPRESENTATIONS

- 8.1 SUBJECT TO CONDITIONS 6 AND 7 THE FOLLOWING PROVISIONS DEFINE THE ENTIRE FINANCIAL LIABILITY OF THE SELLER AND THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS, CONNECTED GOODS OR APPLICATION SUPPORT OR FOR ANY STATEMENTS MADE BY THE SELLER THEIR EMPLOYEES OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY. CUSTOMERS ARE ADVISED TO CHECK THAT THEY ARE COVERED BY INSURANCE POLICIES WHICH COVER SUCH RISKS AS THEY MAY SUSTAIN.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery and the Goods shall: (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; (b) be reasonably fit for the purpose made known by the Customer to the Seller and which the Seller has expressly agreed to; and (c) correspond in all material respects with their specification and be free from any material defects in materials or workmanship.
- 8.3 The Seller agrees to repair or (at its sole discretion) replace or issue a credit note in respect of Goods (or the defective part) which are found to be defective (fair wear and tear excepted) under Condition 8.2 above within the Warranty Period and which are immediately notified to the Seller in writing and returned to the Seller (at the Customer's expense) provided that each of the following are satisfied: a) the Customer does not make any further use of such Goods after giving notice of the defect; b) the Goods have only been subject to normal use under normal operating conditions; c) no work, alteration, modification or repair whatsoever (other than normal and proper maintenance) has been carried out to the Goods or any part without the Seller's prior consent; d) the defect has not arisen from a design made, furnished or specified by the Customer; e) the Goods have not been assembled or incorporated into other Goods (unless in accordance with any instructions issued by the Seller); f) the defect has not arisen from an item manufactured by a person other than the Seller in respect of any item manufactured by a third party, the Customer shall only be entitled to the benefit of any warranty or guarantee provided by such manufacturer to the Seller; g) the defect has not arisen due to incorrect installation or storage of the Goods by the Customer or due to the Customer failing to follow any of the Company's oral or written instructions as to the storage, installation, commission, use or maintenance of the Goods or (if there are none) good trade practice; and h) the total price for the Goods has been paid by the due date for payment.
- 8.4 If the Seller complies with Condition 8.3 above, it shall have no further liability for breach of the warranty or Condition 8.2 above. Any Goods replaced under Condition 8.3 shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the Warranty Period.
- 8.5 The Seller accepts liability:
 - 8.5.1 for death or personal injury to the extent that it results from the negligence of the Seller;
 - 8.5.2 under section 2(3) of the Consumer Protection Act 1987;
 - 8.5.3 for fraud or fraudulent misrepresentation; and
 - 8.5.4 Any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
- 8.6 Subject to Condition 8.2 no condition, warranty or other term, express or implied (by statute or otherwise) is given by the Seller that the Goods, the Connected Goods (whether or not the Seller or its employees or agents have recommended their use) or the Application Support either separately or in conjunction are of any particular quality or will enable the Customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirement for such performance, result or capacity for that such particular purpose or conditions may have been known (or ought to have been known) to the Seller, its employees or agents.
- 8.7 All warranties and other terms implied by statute or common law (save for those listed in Condition 8.2 and 8.5) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 Subject to Conditions 8.2 and 8.5:
 - 8.8.1 the Seller's total legal liability for any single Transgression shall not exceed the price of the Goods provided that a number of Transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single Transgression; and
 - 8.8.2 the Seller shall not be liable to the Customer for any loss, damage, expenses, charges, costs, nuisance or interference whatsoever which is consequential, pure economic loss or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support. In particular the Seller shall not be liable for any loss of profits, pure economic loss, loss of business, loss of goodwill or similar loss.
- 8.9 If any exclusion or limitation of liability or any other provision contained in the Contract is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if the Seller thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions, limitations or provisions set out in this Condition 8.
- 8.10 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, damages and other expenses (legal or otherwise) the Seller may incur in consequence of: a) the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act or omission of the Seller; or b) the Seller (upon the instruction of the Customer) using any of the Customer's specifications, designs, instructions or intellectual property in relation to the Goods or Connected Goods which result in any dispute, litigation or arbitration (whether actual or threatened) as a result of alleged infringement of any intellectual property rights (registered or otherwise).

9. TERMINATION

- 9.1 The Seller may terminate this Contract on 1 month's notice and shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to the Seller including (but without limitation to) loss of profit or other consequential loss if: a) the Customer suffers one of the insolvency events specified in 5.5.1 or 5.5.2; b) the Customer fails to make any payment owed to the Seller on the due date; c) the Customer fails to make payment in advance, when requested, in accordance with Condition 4.5 within 14 days of being requested to do so; d) the Customer is in breach of the terms and conditions of any contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).
- 9.2 All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.
- 9.3 Conditions 5 and 8 shall continue in effect following termination of this Contract however caused.

10. GENERAL

- 10.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially invalid, illegal, void, unenforceable or unreasonable it shall be deemed to be severable and the remaining provisions of the Contract shall continue in full force and effect.
- 10.2 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract. Any waiver by the Seller of any breach of, or any default under any provision of the Contract shall not be deemed to be a waiver of any subsequent breach or default and shall not affect the other terms of the Contract.
- 10.3 The Seller may assign the Contract or any part of it to any person, firm or company. The Customer shall not assign the Contract or any part of it without the consent of the Seller.
- 10.4 Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in these Conditions shall be in writing and given to the party for whom it is intended at such party's registered office (or such other address as shall be notified to the other party from time to time in writing).
- 10.5 Any notice referred to in Condition 10.4 shall be deemed to have been received: (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); (b) or if delivered by hand, on the day of delivery.
- 10.6 The Contract shall be governed in all respects by English law and be subject to the exclusive jurisdiction of the English courts.
- 10.7 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 who is not a party to it.

PUBLICATION DATE: SEPTEMBER 2017